

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

E Aubrey Collison
CLERK OF THE CIRCUIT COURT

CAMERA: ARIEL MALONEY

LIBER

473

251836

maryland national bank

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s) Address(es)
 D&B Leasing Company 7976 Longhill Road
 Pasadena, Maryland 21122

6 Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: Linda Seidl Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference

RECORDED FEE 13.00
APR 30 1984

D&B Leasing Company
Charles C. Drain (Seal)
 Charles C. Drain, Partner
Thomas R. Berger (Seal)
 Thomas R. Berger, Partner
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
F. Glenn DiCristofaro (Seal)
 F. Glenn DiCristofaro, Vice President
 Type name and title

Mr. Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

207-95 REV 4/82

13.00
527

APR 30 AM 9:29
 F. AUDIE COLLISCH CLERK
 Mailed to Secured Party
 135

SCHEDULE A

BOOK 473 PAGE 02

One (1) Bally Modular Walk-in Cooler

One (1) Murphy Insulated and Refrigerated 18'
Wholesale Keg Body Serial No. 83-8868

Two (2) DSO-A Model 10D4D Beverage Bodies

Two (2) Clark Model Forklifts
Serial Nos. E355-0526-4731
E355-0398-4731

251837

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Magothy Leasing Company Address(es) 7976 Longhill Road
Pasadena, MD 21122

6. Secured Party Maryland National Bank Address 1713 West Street
Annapolis, MD 21401
Attention: Linda Seidl

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Magothy Leasing Company
By: Charles S. Drain (Seal)
Charles S. Drain, Partner

By: Thomas R. Berger, Jr. (Seal)
Thomas R. Berger, Jr., Partner

(Seal)

Secured Party
Maryland National Bank
By: F. Glenn DiCristofaro (Seal)

F. Glenn DiCristofaro, Vice President
Type name and title

RECORDATION FEE 13.00
POSTAGE .50
BOOKING CODES 109:12
APR 30 84

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 4/82

Thomas Berger
on pg
9851

1984 APR 30 AM 9:29

E. ADAMSON CLERK

BL
CLERK

1300R

13-50

SCHEDULE A

One (1) MURPHY Insulated and Refrigerated 18'
Wholesale Keg Body, Serial No. 83-8869

Two (2) DSC-A Model 10D4D Beverage Bodies
10-Bay 52", Door Opening 31". All Glass
Serial Nos. 7318/83
and 7319/83

One (1) Aluma-Shield Walk-In Cooler
48' wide x 52' long x 13' high

One (1) 1984 Toyota Forklift Model 42-4FGC25
Engine No. 5R2192071 S/N 14266

251838

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s) Address(es)
 Charles Brothers, Inc. 5317 Ritchie Highway
 Brooklyn Park, Maryland

6 Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: Maureen Konschnik Annapolis, MD 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Charles Brothers, Inc.
Rajan Charles (Seal)
 Rajan Charles, President

____ (Seal)

____ (Seal)

____ (Seal)

Secured Party
 Maryland National Bank
Maureen Konschnik (Seal)
 Maureen Konschnik, Commercial Loan Officer
 Type name and title

RECORD FEE 11.00
 MORTGAGE .50
 455942 0055 102 109:14
 APR 30 84

Mr. Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11/10/84
30

1984 APR 30 AM 9:29
 E. AUDREY COLLISON
 CLERK

MAILED TO SECURED PARTY
 APR 30 1984

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 420 Page No. 280
Identification No. 230297 Dated December 26, 1979

1. Debtor(s) { Charles A. and Maggie S. Harrington
Name or Names—Print or Type
706 Fernhill Road, Baltimore, MD 21226
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

1984 MAY - 1 AM 9:27
E. MURPHY COLLISON
CLERK



RECORD FEE 13.00
POSTAGE .50
#56140 0237 102 109:17
MAY 1 84

APR. 17 1984



Dated: _____
Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1300/60

Mailed to: Sears Roebuck & Co

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 425 Page No. 259
Identification No. 232596 Dated May 14, 1980

1. Debtor(s) { John Russell Smith Jr. and Camille V. Smith
Name or Names—Print or Type
141 Midland Road, Glen Burnie (A.A. CO.), MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p>

RECEIVED - 1 AM 9:27
E. ALTHEUSE COLLISON
CLERK

BL CLERK
BL CLERK

RECORD FEE 1.3.00
POSTAGE .50
#56141 0237 002 109:17
MAY 1 84

Dated: APR. 17 1984
Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1300/50

Mailed to: Sears Roebuck & Co

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 453

Page No. 502

Identification No. 244108

Dated September 2, 1982

1. Debtor(s) { Frances B. Myatt
 Name or Names—Print or Type
614 Pine Tree Drive, Severna Park, (A.A.Co.) MD 21146
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <p style="text-align: center;">Termination</p></p>

RECEIVED
MAY 1 1984
AM 9:27
LISON

BL
CLERK

BL
CLERK

RECORD FEE 12.00
POSTAGE .50
#56142 1237 102 109:18
MAY 1 84

APR. 17 1984

Dated: _____ Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1200
50

Mailed to: Sears Roebuck + Co

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 453

Page No. 500

Identification No. 244106

Dated September 2, 1982

1. Debtor(s) { Thomas E. and Darlene McGonigal
Name or Names—Print or Type
323 Grove Park Road, Baltimore (A.A.Co.), MD 21225
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p>

1982 MAY - 1 AM 9:27
B. J. COLLISON
CLERK

BL CLERK
BL CLERK

RECORD FEE 13.00
POSTAGE .50
MAY 1 1984

Dated: APR. 17 1984

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13.00
.50

Mailed to: Sears Roebuck & Co

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 450 Page No. 123
Identification No. 242704 Dated May 27, 1982

1. Debtor(s) { William A. and Janet Pearl Jacobs
Name or Names—Print or Type
326 Riverview Road, Baltimore (A.A.Co.), MD 21225
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORDED
MAY - 1 AM 9:27
E. ALLEN COLLISON



RECORD FEE 13.00
POSTAGE .50
#54344 (237 402 109:19
MAY 1 84

Dated: APR. 17 1984
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13⁰⁰/₅₀

Mailed to: Sears Roebuck & Co

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 462

Page No. 251

Identification No. 247543

Dated June 1, 1983

1. Debtor(s) { Marshall G. Anservitz and Wendy L (Tolley) Anservitz
 Name or Names—Print or Type
 319 Chalet Drive, Millersville (A. Co.) MD 21108
 Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
 Name or Names—Print or Type
 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

1984 MAY - 1 AM 9:27
E. J. COLLISON
CLERK

BL
CLERK

REGISTRY FEE 13.00
POSTAGE .50
#54145 0237 R02 109:19
MAY 1 84

Dated: APR. 17 1984

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1300
-50

Mailed to: Sears Roebuck & Co

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245508

RECORDED IN LIBER 457 FOLIO 230 ON 12/21/82 (DATE)

1. DEBTOR

Name Radiator & Battery Shop

Address 6033 Belle Grove Rd., Balto., MD 21225

2. SECURED PARTY

Name L-J Leasing Company

Address 600 Reisterstown Road
P.O. Box 21472
Balto., Md. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50

#15438 C345 R01 T11:03
APR 27 84

1984 APR 27 11:51
CLERK



Dated 4/11/84

(Signature of Secured Party)

F. Jed

Type or Print Above Name on Above Line

10.00/50

Mailed to Secured Party

P.A. Co. 12.50
3075 4

BOOK 473 PAGE 13

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

251B50

FINANCING STATEMENT

James R. Boyd dba Home Appliance Repair Service, Inc.
Name or Names - Print or Type

1. LESSEE(S) 41 Mayo Road, Edgewater, MD 21037
Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company Baltimore Maryland 21208
600 Reisterstown Road

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1- Skutch Electronics Telecomputer *0254418 x
1153563*

RECORD FEE 12.00
POSTAGE .50
#15439 C345 R01 T11-06
APR 27 84

- 4. If above described personal property is to be affixed to real property, describe real property.
- 5. If collateral is crops, describe real estate.
- 6. Proceeds of collateral are covered.
- 7. Products of collateral are covered.

LESSEE(S): James R. Boyd dba Home Appliance Repair Service, Inc.

By: James R. Boyd
Signature of Lessee

James R. Boyd
Type or Print

Signature of Lessee

Type or Print

LESSOR: L-J Leasing Company

By: Louise E. Neutze
Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

Mailed to Secured Party

L-J Leasing Company
600 Reisterstown Road
Balto., Md. 21208

*12.00
.50*

3081 4

AA Co. 11.50

BOOK 473 PAGE 14

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

251851

Taylor's Executive Radiator Service, Inc.

Name or Names - Print or Type

1. LESSEE(S)

6038 Belle Grove Road, Baltimore, MD 21225

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road

Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1- 60" x 30" x 22" Ultrasonic cleaning machine w/generator cabinet and on/off switch

1984 APR 27 AM 11:51
CLERK COLLISON



RECORD FEE 11.00
POSTAGE .50
#15440 C345 R01 T11-06
APR 27 84

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S): Taylor's Executive Radiator Service, Inc.

LESSOR: L-J Leasing Company

By: Mark A. Taylor
Signature of Lessee

By: Louise E. Neutze
Signature of Lessor

Mark A. Taylor, President
Type or Print

Louise E. Neutze, Mgr.

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

11/02/50

Mailed to Secured Party

L-J Leasing Company
600 Reisterstown Road
Balto., Md. 21208

AA Ct. 12-50
3082 4

BOOK 473 PAGE 15

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

251852

Don Davis Jr. dba Zak's Automotive
Name or Names - Print or Type

1. LESSEE(S)

1324 Broadview Blvd. Glen Burnie, MD 21061
Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1- Model CP518H Power 5 Air Compressor **BIG R**

APR 27 AM 11:51
E. ANDRE COLLISON
CLERK



RECORD FEE 12.00
POSTAGE .50
#15441 C345 ROL TLL=07
APR 27 84

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.
7. Products of collateral are covered.

LESSEE(S): Don Davis Jr. dba Zak's Automotive

By: [Signature]
Signature of Lessee

Donald Lee DAVIS Jr.
Type or Print

Signature of Lessee

Type or Print

LESSOR: L-J Leasing Company

By: [Signature]
Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

Mailed to Secured Party

L-J Leasing Company
600 Reisterstown Road
Balto., Md. 21208

1200/50

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Prince Georges Golf Pro Shop
Address: 12320 Pleasant Prospect
Mitchellville, Md. 20716

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910



3. This Financing Statement covers the following types (or items) of property:

- Accounts Receivable
- Inventory

RECORD FEE 12.00
POSTAGE .50
#15442 C345 R01 T11:08
APR 27 84

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Prince Georges Golf Pro Shop

Arthur Scott
Arthur Scott

Secured Party:

1st AMERICAN BANK OF MARYLAND

By: *Dennis L. Ortiz*
Dennis L. Ortiz, Assistant V.P.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

1200
50

1984 APR 27 AM 11:51

E. ADNEY COLLISON
CLERK

MARYLAND FINANCING STATEMENT

29/16

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

- 1. Maturity Date (if any) _____
- 2. Debtor(s) name(s) and address: Rudolph Bowman
217 Kuethe Rd
Glen Burnie MD 21061
- 3. Secured Party and address (Type complete corporate name): Thorp Credit INC
7966 Crain hwy
Glen Burnie MD 21061
- 4. Name and address of Assignee (if any): _____

5. This Financing Statement covers the following types (or items) of property:
(Check box which applies)

All of the household goods, furniture, appliances and personal property of every kind, nature, and description now or hereafter located at the residence of Debtor(s) whose address is shown above, or at the address to which said property may hereafter be removed.

Other personal property (Describe): _____

MAKE OF AUTO	YEAR	BODY	MOTOR NO.	SERIAL NO.
<input type="checkbox"/>				

6. The secured transaction being publicized by this FINANCING STATEMENT is (is not) subject to the Recordation Tax imposed by Article 81, Section 277 and 278, Annotated Code of Maryland, 1962 Suppl. as amended.

7. The Principal Amount of the Debt initially incurred which is secured by the Security Agreement which this Financing Statement publicized is \$ 3058.66

8. After recording, filing officer will please deliver or mail this statement to the SECURED PARTY herein whose name and address are set forth above.

SIGNATURES OF DEBTORS:

X Rudolph Bowman
RUDOLPH BOWMAN

X _____

SIGNATURE OF SECURED PARTY OR ASSIGNEE OF RECORD:

THORP CREDIT INC OF MARYLAND
(TYPE COMPLETE CORPORATE NAME)

By: [Signature]
SAMUEL J WILSON MANAGER

(Type names below all signatures)

UCCI

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50
#15445 C-545 R01 T11-17
APR 27 84

Mailed to Secured Party

11.00
21.00
50

1984 APR 27 AM 11:51
E. ANDREW COLLISUM
CLERK

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Hubers Bus Service, Inc.
Address: 103 Wells Avenue
Glen Burnie, Md. 21061

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: ~~8701 George Avenue~~
~~Spring, Maryland 20080~~
7984 Crain Highway
Glen Burnie, Md. 21061

3. This Financing Statement covers the following types (or items) of property:

1972 MCI7, 47 passenger Coach, Serial# 9086

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 12.00

POSTAGE .50

455884 (257) 102 709:56

APR 30 84

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): Hubers Bus Service, Inc.

William J. Hubers
.....
William J. Hubers, President
.....
.....

Secured Party:

1st AMERICAN BANK OF MARYLAND

By: *Jeanette C. Bonadio*
.....
Jeanette C. Bonadio, Branch Manager
.....
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)



Mailed to Secured Party

1250

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Hubers Bus Service, Inc.
Address: 103 Wells Avenue
Glen Burnie, Md. 21061

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: ~~8701 Greenleaf Avenue~~
~~8801 Spring Maryland 20918~~
7984 Crain Highway
Glen Burnie, Md. 21061

3. This Financing Statement covers the following types (or items) of property:

1972 MCI7, 47 passenger Coach, Serial# 9337

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Hubers Bus Service, Inc.

Secured Party:

William J. Hubers, President ✓

1st AMERICAN BANK OF MARYLAND

William J. Hubers

By: *Jeanette C. Bonadio*
Jeanette C. Bonadio, Branch Manager
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

RECORD FEE 12.00
POSTAGE .50
#55985 0237 002 109:57
APR 30 84

Mailed to Secured Party

1250

BOOK 473 PAGE 20

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) The T C-Laurel Company c/o Alfred Lerner 1385 National City Center Cleveland, Ohio 44114	2 Secured Party(ies) and address(es) CITIBANK, N.A., as Trustee One Citicorp Center 153 East 53rd Street New York, New York 10043	For Filing Officer (Date, Time, Number, and Filing Office) Dated: July 18, 19 79
--	---	---

This statement refers to original Financing Statement No. * _____ Dated: July 18, 19 79

A. Continuation <input type="checkbox"/> <small>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</small>	B. Partial Release <input type="checkbox"/> <small>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</small>	C. Assignment <input type="checkbox"/> <small>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</small>	D. Other <input checked="" type="checkbox"/> Termination
--	---	---	---

The Secured Party certifies that it no longer claims a security interest under the financing statement bearing the file number shown above.

*Filed in the financing statement records of Anne Arundel County at Liber 411 Folio 250.

RECORD FEE 10.00
POSTAGE 50
#15538 C345 R01 10:06
APR 30 1979

This instrument prepared by Burke, Haber & Berick, 300 National City Bank Building
Cleveland, Ohio 44114

By: _____ Signature(s) of Debtor(s)

By: Paul J. Rado V.P. (Signature of Secured Party)

Dated: _____, 19 _____

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3
Approved by The Secretary of State

The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883

Filing Officer Copy — Alphabetical

10.00
50

EL
CLERK

Return to:
REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
BALTIMORE, MARYLAND 21202

Mailed to: 10.50

1984 APR 30 AM 10:06
E. AUGUSTY GOLLISCH

BOOK 473 OF 21

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) The T C-South Company c/o Alfred Lerner 1385 National City Center Cleveland, Ohio 44114	2 Secured Party(ies) and address(es) CITIBANK, N.A., as Trustee One Citicorp Center 153 East 53rd Street New York, New York 10043	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

This statement refers to original Financing Statement No. * Dated: July 18, 19 79

A. Continuation <input type="checkbox"/> <small>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</small>	B. Partial Release <input type="checkbox"/> <small>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</small>	C. Assignment <input type="checkbox"/> <small>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:</small>	D. Other <input checked="" type="checkbox"/> <p style="text-align: center;">Termination</p>
---	--	--	---

The Secured Party certifies that it no longer claims a security interest under the financing statement bearing the file number shown above.

*Filed in the financing statement records of Anne Arundel County at Liber 411 Folio 262.

RECORD FEE 10.00
 POSTAGE .50
 #15539 C345 R01 709:07
 APR 30 84

This instrument prepared by Burke, Haber & Berick, 300 National City Bank Building Cleveland, Ohio 44114

By: _____ Signature(s) of Debtor(s)

CITIBANK, N.A., AS TRUSTEE

Dated: _____, 19 _____ By: *Paul J. Raloz* V.P. _____
(Signature of Secured Party)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3
Approved by The Secretary of State

Filing Officer Copy — Alphabetical

The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883

1000/5

EL
CLERK

1984 APR 30 AM 10:06
E. ANNEX COLLISON
CLERK

RETURN TO:

REAL ESTATE TITLE COMPANY, INC.
 114 E. LEXINGTON STREET
 BALTIMORE, MARYLAND 21202

waited to: 10.70

BOOK 473 PAGE 22

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) The T C-Hollows Company c/o Alfred Lerner 1385 National City Center Cleveland, Ohio 44114	2 Secured Party(ies) and address(es) CITIBANK, N.A., as Trustee One Citicorp Center 153 East 53rd Street New York, New York 10043	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	---

This statement refers to original Financing Statement No. * _____ Dated: July 18, 19 79

A. Continuation <input type="checkbox"/> <small>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</small>	B. Partial Release <input type="checkbox"/> <small>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</small>	C. Assignment <input type="checkbox"/> <small>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</small>	D. Other <input checked="" type="checkbox"/> <p style="text-align: center; font-weight: bold;">Termination</p>
---	--	--	--

The Secured Party certifies that it no longer claims a security interest under the financing statement bearing the file number shown above.

*Filed in the financing statement records of Anne Arundel County at Liber 411 Folio 255.

This instrument prepared by Burke, Haber & Berlick, 300 National City Bank Building, Cleveland, Ohio 44114 RECORD FEE 10.00
POSTAGE 50
APR 30 84

By: _____ Signature(s) of Debtor(s)
Dated: _____, 19 _____ By: Paul F. Kolas V.P. (Signature of Secured Party)
CITIBANK, N.A., AS TRUSTEE

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3
Approved by The Secretary of State The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883

Filing Officer Copy — Alphabetical

10.00
50



Return to:

REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
BALTIMORE, MARYLAND 21202

1504 APR 30 AM 10:06
E. ARNETT COLLISON
CLERK

Mailed to: 10.50

BOOK 473 PAGE 23

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) The T C-Laurel Company c/o Alfred Lerner 1385 National City Center Cleveland, Ohio 44114	2 Secured Party(ies) and address(es) CITIBANK, N.A., as Trustee One Citicorp Center 153 East 53rd Street New York, New York 10043	3 For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---

This statement refers to original Financing Statement No. * Dated: January 29, 1980, 19

A. Continuation <input type="checkbox"/> <small>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</small>	B. Partial Release <input type="checkbox"/> <small>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</small>	C. Assignment <input type="checkbox"/> <small>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</small>	D. Other <input checked="" type="checkbox"/> Termination
---	--	--	--

The Secured Party certifies that it no longer claims a security interest under the financing statement bearing the file number shown above.

*Filed in the financing statement records of Anne Arundel County at Liber 421 Folio 460.

RECORD FEE 10.00
 POSTAGE .50
 #15541 C345 R01 109:07
 APR 30 84

This instrument prepared by: Burke, Haber & Berick, 300 National City Bank Building Cleveland, Ohio 44114

By: _____ CITIBANK, N.A., TRUSTEE
Signature(s) of Debtor(s)

Dated: _____, 19 _____ By: *Karl J. Kalo* V.P.
(Signature of Secured Party)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3
 Approved by The Secretary of State

Filing Officer Copy — Alphabetical The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883

10.00
1.50

EL
CLERK

RETURN TO:

REAL ESTATE TITLE COMPANY, INC.
 114 E. LEXINGTON STREET
 BALTIMORE, MARYLAND 21202

1984 APR 30 AM 10:06

E. AUGUST COLLISCH
CLERK

Mailed to: 10.50

473 24

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) The T C-South Company c/o Alfred Lerner 1385 National City Center Cleveland, Ohio 44114	2 Secured Party(ies) and address(es) CITIBANK, N.A., as Trustee One Citicorp Center 153 East 53rd Street New York, New York 10043	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

This statement refers to original Financing Statement No. * _____ Dated: January 29, 1980, 19

A. Continuation <input type="checkbox"/>	B. Partial Release <input type="checkbox"/>	C. Assignment <input type="checkbox"/>	D. Other <input checked="" type="checkbox"/>
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	Fram the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	Termination

The Secured Party certifies that it no longer claims a security interest under the financing statement bearing the file number shown above.

*Filed in the financing statement records of Anne Arundel County at Liber 421 Folio 463.

RECORD FEE 10.00
POSTAGE .50
#15542 C345 R01 109:08
APR 30 84

This instrument prepared by Burke, Haber & Berick, 300 National City Bank Building
Cleveland, Ohio 44114

By: _____ Signature(s) of Debtor(s)
Dated: _____, 19 _____
By: Paul J. Rolos V.P. (Signature of Secured Party)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3
Approved by The Secretary of State
Filing Officer Copy — Alphabetical
The Ohio Legal Blank Co., Cleveland Publishers and Dealers Since 1883

1000/50
BL CLERK
1980 APR 30 09:06
E. ANDERSON COLLISON

RETURN TO:
REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
BALTIMORE, MARYLAND 21202
10.50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) The T C-Hollows Company c/o Alfred Lerner 1385 National City Center Cleveland, Ohio 44114	2 Secured Party(ies) and address(es) CITIBANK, N.A., as Trustee One Citicorp Center 153 East 53rd Street New York, New York 10043	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

This statement refers to original Financing Statement No. * Dated: January 29, 1980, 19

A. Continuation <input type="checkbox"/> <small>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</small>	B. Partial Release <input type="checkbox"/> <small>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</small>	C. Assignment <input type="checkbox"/> <small>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</small>	D. Other <input checked="" type="checkbox"/> Termination
---	--	--	--

The Secured Party certifies that it no longer claims a security interest under the financing statement bearing the file number shown above.

*Filed in the financing statement records of Anne Arundel County at Liber 421 Folio 468.

RECORD FEE 10.00
 POSTAGE .50
 #15543 C345 R01 109:08
 APR 30 84

This instrument prepared by Burke, Haber & Berick, 300 National City Bank Building, Cleveland, Ohio 44114

By: _____ Signature(s) of Debtor(s)
 _____ CITIBANK, N.A., AS TRUSTEE
 Dated: _____, 19 _____ By: Paul T. Kalos V.P.
 (Signature of Secured Party)

16⁰⁰/₅₀

CLERK

RETURN TO:

7 REAL ESTATE TITLE COMPANY, INC.
 114 E. LEXINGTON STREET
 BALTIMORE, MARYLAND 21202
 1984 APR 30 AM 10:06
 E. AUSTIN COLLISON
 CLERK
 mailed to: 10.50

STATE OF MARYLAND

BOOK 473 PAGE 28

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

251860

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1992.79

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 11, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HILTON L PULLEY

Address PO BOX 184 GLEN BURNIE, MD 21061

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC.

Address 5303 BALTIMORE NATIONAL PIKE

BALTIMORE, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 04/11/87

4. This financing statement covers the following types (or items) of property: (list)

ALL OF THE HOUSEHOLD GOODS LOCATED AT PO BOX 184 GLEN BURNIE, MD 21061

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE 50
#13303 C345 R01 T09:46
APR 30 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hilton L Pulley
(Signature of Debtor)

HILTON L PULLEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Raymond Noel
(Signature of Secured Party)

RAYMOND NOEL

Type or Print Above Signature on Above Line

Mailed to Secured Party

1100
10 50
50

1984 APR 30 AM 10:08
E. JAMES COLLISON
BALTIMORE, MD

BOOK 47 PAGE 27

251861

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
 GTS Grain Inc. J.B. Toney
 P.O. Box 95
 Davidsonville, Md. 21035

2. Secured Party(ies) and address(es)
 DeKalb Pfizer Genetics
 3100 Sycamore Road
 DeKalb, Ill. 60115

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

All DeKalb Brand seed products, and the accounts receivable and other proceeds derived therefrom.

RECORD FEE 11.00
POSTAGE .50

5. Assigned Address(es)
#15554 0345 R01 109:52 APR 30 84
RECORD FEE 1.00
#15555 0345 R01 109:52 APR 30 84

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

G.T.S. Grain Inc.
By: J.B. Toney
Signature(s) of Debtor(s)

DeKalb Pfizer Genetics
By: Nathan S. Rudgers
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11.00 / 11.50

Mailed to Secured Party

1984 APR 30 AM 10:08

E. AUBREY COLLISON
CLERK



73-28

Form FHA MD 462-2
(Rev. 3-15-73)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
TERMINATION STATEMENT

TO BE RECORDED

in the Land Records,

in the Financing Records

In connection with the Financing Statement(s) bearing File No(s).

218010 Recorded in Liber 101

No(s) 288 Folio 101

and relating to a security agreement between the United States of America, acting through the Farmers Home Administration, as secured party, and

George W. Brady, Jr. and Patricia Lee Brady

Address Lothian, Maryland,
as debtor(s), there is no outstanding secured obligation and no commitment to make advances, incur obligations, or otherwise give value as between the said parties.

The Clerk of the Circuit Court of Anne Arundel
County, Maryland, is hereby authorized to mark said Financing Statement terminated.

Executed this 28th day of April, 19 84,
pursuant to authority delegated in 7 Code of Federal Regulations 1800.22 and 1800.23.

UNITED STATES OF AMERICA

By: [Signature]
THOMAS F. POTTER

Title: County Supervisor
Farmers Home Administration

RECORD FEE 10.00
POSTAGE 50
#15575 C345 R01 110:37
APR 30 84

10.00
50

1984 APR 30 AM 10:38
E. ADINA COLLISON
CLERK

Mailed to: George Brady

BOOK 47 PAGE 21

251862

FINANCING STATEMENT FORM UC-31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 4-7-84 is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Snead, Robert H. & Ellis, Donna L.
Address 600 N. Roosevelt Blvd, #216, Falls Church, Va. 22044

2. SECURED PARTY

Name First Commercial Corporation
Address 303 2nd Street
Annapolis, Md. 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 12.00
POSTAGE .50
#15562 0345 ROL 110:10
APR 30 84

4. This financing statement covers the following types (or items) of property: (list)

1977 26'2" Pearson Fiberglass Hull # PEA46483M771-P
1977 9.9 HP Evinrude Gas Engine

First Assignee:
Berkeley Federal Savings & Loan
21 Blecker Street
Millburn, N. J. 07041

Home Anchorage/Winter: Annapolis, Md.

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Robert H. Snead
(Signature of Debtor)

Robert H. Snead

Type or Print Above Name on Above Line

Donna L. Ellis
(Signature of Debtor)

Donna L. Ellis

Type or Print Above Signature on Above Line

Mary Robinson agent
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party

12⁰⁰
50

Anne Orudal
4-16-84



1984 APR 30 AM 11:21

E. J. COLLISON

251863

1339 9700

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Thomas E. Leitch Jessie G. Leitch 3933 Birdville Rd. Davidsonville MD 21035	2. Secured Party(ies) and Address(es) Ford Motor Credit Co. 2401 Research Blvd. ← Rockville MD 20850
--	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
New 1984 Ford 1210 Tractor Ser Num. Uc00820
New 1984 Ford Mower 930-A Ser No. 269

RECORD FEE 12.00
POSTAGE .50
#15564 C345 R01 T10-13
APR 30 84

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
conditional sales contract from Dorsey Gray, Inc.

Filed with:

Clerk of Court

Thomas E. Leitch
Thomas E. Leitch (SIGNATURE OF DEBTOR)
Jessie G. Leitch
Jessie G. Leitch (SIGNATURE OF DEBTOR)

Ford Motor Credit Co.
(NAME OF SECURED PARTY)
BY: *H. E. Willette*
H. E. Willette, Assistant Branch Manager

F.M.C. 9038-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

1200
25
50



1984 APR 30 AM 11:21

Mailed to Secured Party

E. AUDREY COLLISON
CLERK

251864

BJ25019609

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) WILSON, Lawrence E. 510 S. Lakeland Severna Park, MD 21146	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd. Rockville, Maryland 20850
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

- 1 1973 FORD 4500 TRACTOR, LOADER, BACKHOE, SER.#C398941.

RECORD FEE 11.00
 POSTAGE .50
 #15565 C345 R01 T10:14
 APR 30 84

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional Sales Contract from Gateway Ford Tractor

Filed with:

Clerk of the Court

Lawrence E. Wilson
 (SIGNATURE OF DEBTOR)
 LAWRENCE E. WILSON
 (SIGNATURE OF DEBTOR)

Ford Motor Credit Company
 (NAME OF SECURED PARTY)
 BY: *H. E. Willette*
 H. E. Willette, Assistant Branch Manager

1100
52



1984 APR 30 AM 11:21
 E. ALBNEY COLLISON
 CLERK

Mailed to Secured Party

251865

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	Maturity Date 3. (optional):
1. Debtor(s) (Last Name First and Address(es): BRENNEMAN, MARY A LYONS CREEK MHP Lot # 18 LOT #18 LYONS CREEK MHP LOTHIAN, MD 20711	2. Secured Party(ies): Name(s) and Address(es): JOY REAL ESTATE 6500 OLD BRANCH AVE, ST. 201 TEMPLE HILLS, MD 20784	4. For Filing Officer: Date, Time, No. Filing Office <i>Please Put File # on our copy</i>	
5. This Financing Statement covers the following types (or items) of property: 1980 HOLIDAY, COTTAGE, Serial # 4972-16054 14 X 70, 3 BR To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. <input checked="" type="checkbox"/> Proceeds— <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es): Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150 <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> Describe Real Estate Below.	
8. Describe Real Estate Here:		9. Name(s) of Record Owner(s):	

No. & Street _____ Town or City _____ County _____ Section _____

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

RECORD FEE \$11.00
POSTAGE .50
#15566 C345 ROL T10:16
APR 30 84

- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the original collateral described above in which a security interest was perfected:

MARY A BRENNEMAN S.S. # 234-52-7767

Green Tree Acceptance, Inc.

By Mary A. Brennan
Signature(s) of Debtor(s)

By Judy J. Lehmann
Signature(s) of Secured Party(ies)

(9/72)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

*11.00
.50*

Mailed to Assignee

1984 APR 30 AM 11:21

E. MURPHY COLLISON
CLERK

STATE OF MARYLAND

251866

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing office for filing pursuant to the Uniform Commercial Code. BOOF 473 PAGE 33

1. DEBTOR

Name Eastern Disposal, Inc.
Address 77 West Street, Suite 305, Annapolis, MD 21401

2. SECURED PARTY

Name Deutsche Credit Corporation
Address One Penn Center West, Suite 202
Pittsburgh, PA 15276

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" attached hereto and made a part of this financing statement.

RECORD FEE #15589 C345 11.00 APR 30 1984

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

CLERK 79

1984 APR 30 AM 11:21

E. AUBREY COLLISON CLERK

John M. Speake, Pres. (Signature of Debtor) Eastern Disposal, Inc. Type or Print Above Name on Above Line

(Signature of Secured Party) Deutsche Credit Corporation Type or Print Above Signature on Above Line

1/50

(Signature of Debtor) Type or Print Above Signature on Above Line

Schedule annexed to and made a part of a certain Conditional Sales Contract, Chattel Mortgage or Lease dated the _____ day of _____, 1984, or Financing Statement, by and between the undersigned.

Description of collateral (Quantity; New/Used; Make; Model; General Description; and, if applicable, Engine and/or Serial Numbers):

One (1) New 1984 Mack Model DM686S with One (1) New Galbreath Model "IO" Hoist Body S/N

Thirty Six (36) Lewisteel 2-cubic yard Front Loading Containers
Fifty (50) Lewisteel 4-cubic yard Front Loading Containers
Fifty-Six (56) Lewisteel 6-cubic yard Front Loading Containers
Sixty-Nine (69) Lewisteel 8-cubic yard Front Loading Containers
Twenty-Five (25) Lewisteel 30-cubic yard open Roll-Off Containers
Fifteen (15) Galbreath 30-cubic yard open Roll-Off Containers



The undersigned Buyer(s), Mortgagor(s) or Lessee(s) hereby verifies the above Schedule as correct and acknowledges receipt of a copy thereof.

SELLER/MORTGAGEE/LESSOR

BUYER/MORTGAGOR/LESSEE

Deutsche Credit Corporation

Eastern Disposal, Inc.

By:

[Signature]

By:

[Signature]

Title:

Region Credit Manager

Title:

President

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

251867

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 473 PAGE 35

1. DEBTOR

Name U.S. NAVAL INSTITUTE

Address 2062 Generals Highway Annapolis, MD 21401

2. SECURED PARTY

Name Decision Data Computer Corp.

Address 100 Witmer Road Horsham, PA 19044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) 6811-38 Printer
Filed with the Clerk of the Circuit Court of Anne Arundel Cty. 4-10-84
Agt. 15-1532

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

RECORD FEE 17.00
POSTAGE 50
#15578 C345 R01 110:45
APR 30 84

1984 APR 30 AM 11:22
E. ADAMS GULLISON

(Signature of Debtor)
U.S. NAVAL INSTITUTE
e/o Decision Data Computer Corp.
Type or Print Above Name on Above Line

V. DiStamato Atty In-
(Signature of Debtor) Fact

Type or Print Above Signature on Above Line

A. Bernard
(Signature of Secured Party)

DECISION DATA COMPUTER CORP.
Type or Print Above Signature on Above Line

1700/50

1. TERMS AND CHARGES.

This Agreement shall become effective upon its execution by an authorized officer of Decision Data.

The monthly charge for each unit of Equipment shall be due on the first day of the month immediately following the day of installation of such item of Equipment and on the first day of each month thereafter until the Lease/Purchase Price for such unit has been paid. In addition to the monthly charge, charges for the use of each item of Equipment from the date such unit is installed and accepted by the Purchaser to the first day of the following month shall be at the daily rate of one-thirtieth (1/30th) of the stated monthly charge. In the event the monthly charge is not paid when due, Decision Data may charge a late fee on the overdue amount at a rate not to exceed two (2%) percent per month.

Payment of all other charges assessable under the terms of this Agreement shall be made upon the Purchaser's receipt of the invoice therefor.

The Purchaser agrees to pay when due all taxes, howsoever designed, levied or based or whether payable by Decision Data or the Purchaser, on or relating to this Agreement, any payments to be made hereunder or on the Equipment, including without limitation, personal property taxes, state and local sales, use, privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof, paid or payable by Decision Data, exclusive, however, of taxes based on Decision Data's net income.

The Purchaser may, at any time, prepay all or any part of the balance of the Total Lease/Purchase Price. The Finance Charge applicable to such a prepayment shall be determined in accordance with the so-called "Rule of 78's".

2. TRANSPORTATION AND INSTALLATION.

Decision Data will ship the Equipment to the location of installation designated on the face page hereof, F.O.B. Decision Data's plant, and the Purchaser shall pay all charges in connection with the delivery and installation of the Equipment. Except as set forth in Section 6, the day (Monday through Friday) on which Decision Data determines that a unit of Equipment has been placed in good working order shall be considered the date of installation of such unit for all purposes of this Agreement.

3. USAGE.

The Purchaser shall possess and use the Equipment only in accordance with this Agreement, and subject to such other rules as may be prescribed by applicable law. Decision Data shall have the right, upon reasonable prior notice to the Purchaser and during the Purchaser's regular business hours, to inspect the Equipment wherever it may be located.

4. MAINTENANCE AND REPAIR.

The Purchaser shall, at its expense, maintain the Equipment and all additions, attachments and accessories thereto, in good condition and running order and provide proper supervision and management over its use and operation in order to preclude its abuse and preserve its operating efficiency until the Total Lease/Purchase Price and all other charges have been paid. The Purchaser shall be responsible for any loss or damage to the Equipment from any cause whatsoever. Repairs, alterations and attachments to the Equipment may be made only by Decision Data, or a qualified third party with the prior written consent of Decision Data. Any additions, attachments, accessories, repairs and replacements to the Equipment shall become part of the Equipment. Except for Decision Data's security interest, no action which might result in the creation or attachment of a mechanic's or materialman's lien or any other lien or encumbrance on any item of Equipment shall be permitted.

5. RISK OF LOSS; TITLE.

During the period the Equipment is in transit up to the date of delivery to the Purchaser, Decision Data and its insurers, if any, relieve the Purchaser of responsibility for all risk of loss or damage to the Equipment. After the date of delivery, the risk of loss or damage shall be on the Purchaser. Upon timely payment by the Purchaser of the Total Lease/Purchase Price and all charges due hereunder, title to the Equipment shall pass to the Purchaser and the Purchaser will accept the Equipment in "as is" condition. The Purchaser agrees that no transfer, renewal, extension or assignment of this Agreement or any interest hereunder or injury to or loss or destruction of the Equipment shall release the Purchaser from any obligation hereunder.

6. CUSTOMER SET-UP EQUIPMENT.

Decision Data may designate certain Equipment to be Customer Set-Up Equipment ("CSU Equipment") which is Equipment that the Purchaser agrees to install without the assistance of Decision Data, and the Purchaser shall do so in compliance with Decision Data's then current policies and procedures relating to preinstallation planning, installation, usage, and maintenance of CSU Equipment. If requested by the Purchaser, Decision Data may, in its sole discretion, install CSU Equipment and, in such event, the Purchaser shall pay Decision Data for said service on the basis of Decision Data's then current terms, conditions and prices. For purposes of this Agreement, the date of installation of CSU Equipment shall be deemed to be the second business day following the date the Equipment is received by the Purchaser. In the event CSU Equipment arrives at the Purchaser's location damaged, the Purchaser shall immediately notify Decision Data of such damage and Decision Data shall, at its option, either repair or replace said item. Notwithstanding anything else in this Agreement to the contrary, if the Purchaser fails to so notify Decision Data within ten (10) days of receipt, Decision Data shall repair or replace the damaged Equipment at the Purchaser's expense based upon Decision Data's then current charges.

7. NET PAYMENTS; NO ABATEMENT.

The monthly payments hereunder are intended to be net to Decision Data. The Purchaser shall not be entitled to any abatement of the monthly payments or other amounts due hereunder or any reduction thereof, including, but not limited to, abatement or reductions due to any present or future claims by the Purchaser against Decision Data or any assignee under this Agreement or otherwise, nor except as otherwise expressly provided herein, shall this Agreement terminate or the obligations of the Purchaser be affected because of any defect in, damage to, or loss or destruction of all or any part of the Equipment from whatsoever cause, interference with its use or for any other cause or reason whatsoever.

8. PURCHASE PERIOD.

The Purchaser agrees to accept for delivery the total number of items set forth on the face page of this Agreement within six (6) months after this Agreement is executed by an authorized officer of Decision Data (the "Purchase Period"). Notwithstanding the foregoing, if the Purchaser has received volume pricing pursuant to a Lease/Purchase Agreement signed by the Purchaser during the six (6) month period prior to the date of this Agreement, then the "Purchase Period" for purposes of this Agreement shall be the six (6) month period commencing with Decision Data. If the Purchaser fails to accept such deliveries within the Purchase Period, Decision Data may increase the prices for those units not accepted for delivery upon thirty (30) days prior written notice to the Purchaser and require the Purchaser to sign a new Lease/Purchase Agreement for such units evidencing the higher price. The Purchaser may cancel the order for such units by giving written notice to Decision Data within twenty (20) days from the date of such price increase, otherwise the new prices shall be deemed acceptable to the Purchaser. In the event the Purchaser fails to accept for delivery all the items of Equipment set forth on the face page of this Agreement within the Purchase Period (and such failure is not caused by the negligence of Decision Data), then the Purchaser agrees to pay for each unit of Equipment accepted for delivery during the Purchase Period, within thirty (30) days of the invoice date, an amount equal to the product derived by multiplying the difference between (X) the Volume Purchase Price as set forth on the face of this Agreement which was used to calculate the monthly charge hereunder for such unit of Equipment and (Y) the discounted purchase price as actually delivered during the Purchase Period based on the quantity of units of the time such unit was delivered that would have been applicable to the quantity of units actually delivered during the Purchase Period. For purposes of this Section, each category of Equipment set forth in the Exhibit attached hereto shall be treated separately, so that the quantity of units purchased hereunder and the above calculation shall be determined on a category by category basis.

9. INDEMNITY.

The Purchaser shall indemnify and hold Decision Data harmless from any loss, claim, damage, or proceeding or expense or property arising out of or in any manner pertaining to the Equipment or this Agreement, which Indemnity shall survive the termination of this Agreement.

10. WARRANTY.

The Purchaser will be responsible for assuring the proper use, management and supervision of the Equipment and programs, audit controls, operating methods and office procedures, and for establishing all proper check points necessary for the intended use of the Equipment. The Purchaser agrees that Decision Data will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following warranties shall apply to the Equipment:

a. Service and Parts

For ninety days commencing on the date of installation, Decision Data will maintain each unit of the Equipment in good working order at no charge to the Purchaser. At the Purchaser's request, Decision Data will make all necessary adjustments, repairs and parts replacement. All replaced parts will become the property of Decision Data on an exchange basis.

This warranty shall apply to Equipment installed outside a Decision Data serviceable area only if the Purchaser returns the unit in need of warranty service, freight prepaid, to a service center designated by Decision Data. In such event, Decision Data shall not be responsible for any loss or damage to the unit unless caused by the negligence of Decision Data while the unit is in its possession.

Decision Data's obligation is limited to furnishing on an exchange basis replacements for parts which have been promptly reported by the Purchaser as having been, in his opinion, defective and are so found by Decision Data upon inspection.

Equipment designated on the face of this Agreement to be newly manufactured may consist in part of used components which are warranted equivalent to new when used in the units.

Equipment not designated on the face of this Agreement as newly manufactured will be either units which have been reassembled at a Decision Data plant from serviceable

new and used parts which have been thoroughly inspected, tested and checked after assembly for good serviceability and excellent working order or units which have been previously installed with another Decision Data customer.

b. Limitations

The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, neglect, misuse, failure of electric power, oil conditioning, humidity control, transportation of causes other than ordinary use. Decision Data shall not be required to adjust or repair any unit or part if it would be impractical to do so because of alterations in the unit or its connection by mechanical or electrical means to another machine or device. Decision Data will not be liable for personal injury or property damage except personal injury or property damage caused by Decision Data's negligence.

THE WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OF THE EQUIPMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, AND OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF DECISION DATA FOR DAMAGES INCLUDING, BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT, THE SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, OR ANY BREACH BY DECISION DATA OF THIS AGREEMENT.

Decision Data's liability for damages to the Purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of \$100,000 or twelve (12) monthly charges for the specific units of Equipment that caused the damages or that are the subject matter of or are directly related to the cause of action. Such charges shall be those in effect for the specific units of Equipment when the cause of action arose.

11. ASSIGNMENT.

This Agreement, the Equipment and any monthly payments or other sums due or to become due hereunder, or any part of the foregoing, may be transferred or assigned by Decision Data to its assignee, without notice and in such event the transferee or assignee shall have, to the extent transferred or assigned to it, all rights, powers, privileges and remedies of Decision Data hereunder. The Purchaser agrees that no such transferee or assignee shall assume any obligation of Decision Data hereunder, and that the obligations of the Purchaser hereunder shall not be subject, as against any such transferee or assignee, to any defense, setoff or counterclaim available to the Purchaser against Decision Data and that same may be asserted only against Decision Data, if otherwise permitted by this Agreement.

The Purchaser shall not assign or otherwise transfer or encumber any of its interest in the Equipment or this Agreement without the prior written consent of Decision Data.

12. SECURITY.

(A) Decision Data reserves a purchase money security interest in each item of Equipment, including all property presently or hereafter incorporated therein or attached thereto, and to the proceeds of the foregoing, until all amounts due to Decision Data from the Purchaser are paid.

(B) The Equipment, accessories and devices furnished under this Agreement shall, at all times and for all purposes, be considered personal property, notwithstanding the manner or mode of its attachment to the Purchaser's premises. The Purchaser shall keep such Equipment free from liens and encumbrances of any kind and shall not remove said Equipment, accessories and devices from the Purchaser's installation site address set forth on the face page hereof, without Decision Data's prior written consent. The Purchaser agrees to furnish Decision Data, at Decision Data's request, with a landlord's waiver and consent to remove all, if any, of the Equipment that is affixed or to be affixed to realty during the term of this Agreement, such release to be furnished prior to such affixation.

(C) The Purchaser shall be fully responsible for the care and safekeeping of all Equipment, accessories and devices covered hereby after the date of delivery to the Purchaser's premises and shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance thereon, during the term hereof, for the full replacement value thereof or the total amount owed by Purchaser under this Agreement, whichever is greater, naming Decision Data as an additional insured and with loss payable to Decision Data and the Purchaser, as their interests may appear. In addition, the Purchaser shall procure and maintain such liability insurance coverage as may be required by Decision Data. Evidence of all of such coverage shall be provided by a certificate of insurance, which is to be submitted to Decision Data and shall be satisfactory to Decision Data, such certificate to provide that in the event of cancellation of or material change in the policy, 10 days prior written notice of such action shall be given to Decision Data. Decision Data, at its option, may apply any proceeds of such insurance to replace the Equipment or to repay the Purchaser's obligation hereunder. If the Purchaser fails to provide such insurance or within ten (10) days after Decision Data's request fails to deliver the required certificates to Decision Data, then Decision Data may procure such insurance and add the cost to the next due monthly payment, which the Purchaser agrees to pay. The Purchaser appoints Decision Data as the Purchaser's attorney in fact to make claim for, receive payment and execute and endorse all documents, checks or drafts received in payment for any claim under any policy of insurance. In the event that such insurance shall be included under a policy covering the Purchaser's own property, such policy shall contain a clause reading substantially as follows: "... including the property of others which the assured has agreed to insure prior to loss or damage or for which the assured may be liable in the event of loss or damage..."

(D) The Purchaser agrees to execute any financing statements and all other documents requested by Decision Data to protect the purchase money security interest in the Equipment hereby reserved by Decision Data, and to comply with state and local requirements for filing and/or recording. If the Purchaser fails to execute any such documents, Decision Data is hereby given the power and authority to execute same in the Purchaser's name. A copy of this Agreement may be filed with appropriate state and/or local authorities at any time after signature by the Purchaser as a financing statement in order to perfect Decision Data's security interest. Such filing does not constitute acceptance of this Agreement by Decision Data.

13. DEFAULT: REMEDIES UPON DEFAULT.

Should the Purchaser (a) default in the payment of any money due hereunder for more than ten (10) days after such sum is due, or (b) default in the performance of any other obligations under this Agreement for more than fifteen (15) days after the Purchaser's receipt of written notice thereof from Decision Data, or (c) default under any other existing or future agreement with Decision Data or (d) default in the performance of any other obligations under the Bankruptcy Act (and such proceeding is not vacated within thirty (30) days), or (e) remove, sell, transfer, encumber, sublet or part with possession of any item of Equipment or attempt to permit the same, then all unpaid installments and other charges due hereunder shall immediately become due and payable and the Purchaser agrees to return the Equipment to Decision Data or its assigns on demand. In the event of any of the foregoing defaults, Decision Data may at its option do any or all of the following: (i) proceed by appropriate court action, either at law or in equity, to enforce performance by the Purchaser of the applicable terms and conditions of this Agreement or to recover damages for breach thereof; (ii) terminate this Agreement; (iii) whether or not this Agreement is terminated, take immediate possession of any or all of the Equipment if not returned by the Purchaser, wherever situated, and for such purpose, enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease the Equipment as Decision Data, in its sole discretion shall decide. The Purchaser shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by Decision Data on account of such default including all court costs and reasonable attorney's fees. In the event Decision Data determines to sell the Equipment, it may do so after at least ten (10) days notice before the time of any intended public sale or of the time after which any private sale or other disposition of the Equipment is to be made, at which sale Decision Data or its assignee may purchase. The proceeds thereof, less expenses or retaking, repacking, holding, reselling, and attorney's fees, shall be credited against the amount unpaid. If after such credit a balance is still due, the Purchaser shall pay such balance forthwith as liquidated damages for breach of this Agreement. Any surplus, however, is to be paid to the Purchaser. The rights in afforded Decision Data under this Section shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law. The failure of either party at any time to require performance by the other party of any provision hereof or the waiver by one party of a breach of any provision by the other shall in no way constitute a waiver of any such succeeding breach or affect the right to require such performance at any time thereafter.

14. GENERAL.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in a writing signed by an authorized representative of the party against whom it is sought to be enforced.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Any notice to be given to Decision Data hereunder shall be in writing and mailed to Decision Data, Computer Corporation, 100 Wisner Road, Horsham, Pennsylvania 19044, or, if to the Purchaser, at the address of the Purchaser shown on this Agreement, or to such other address as either party shall have theretofore designated by notice in writing.

In the event that any of the terms of this Agreement be or becomes or is declared to be illegal by any court or tribunal of competent jurisdiction, such terms or term shall be null and void and shall be deemed deleted from this Agreement, and all of the remaining terms of this Agreement shall remain in full force and effect.

BOOK 473 PAGE 37

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. BOOK 473 PAGE 38

752002

1. DEBTOR

Name U.S. NAVAL INSTITUTE
Address 2062 Generals Highway Annapolis, MD 21401

2. SECURED PARTY

Name Decision Data Computer Corp.
Address 100 Witmer Road Horsham, PA 19044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) 6703-25 Line Printer
Filed with the Clerk of the Circuit Court of Anne Arundel Cty. 4-10-84
Agt. 15-1532

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 17.00
POSTAGE 50
#15379 C345 R01 110:46

Mailed to Secured Party.

APR 30 84

(Signature of Debtor)
U.S. NAVAL INSTITUTE
c/o Decision Data Computer Corp.

Type or Print Above Name on Above Line
U. Cadamo - c/o - De Facto
(Signature of Debtor)

Type or Print Above Signature on Above Line

DECISION DATA COMPUTER CORP.
(Signature of Secured Party)

(Signature of Secured Party)
Type or Print Above Signature on Above Line

11/20/84

1984 APR 30 AM 11:22
E. AUGUST COLLISON
CLERK



LEASE/PURCHASE AGREEMENT

TO: DECISION DATA COMPUTER CORPORATION

AGREEMENT NO.: 15-1532

BRANCH OFFICE ADDRESS:

BRANCH OFFICE NO.: 57-824

8401 Corporate Drive
Landover Md 20785

NAME AND ADDRESS OF PURCHASER:

CUSTOMER NO.: 1501552 9518

US NAVAL INSTITUTE
2062 GENERALS Highway
ANNAPOLIS, Md 21401

The Purchaser agrees to purchase at the prices specified below and Decision Data Computer Corporation (Decision Data) by its acceptance of this Agreement by signature at its Home Office agrees to sell, on the following terms and conditions, the machines and features (called Equipment) listed below.

EQUIPMENT TYPE/MODEL FEATURES (A)	QTY. (B)	PURCHASE PRICE			LEASE/PURCHASE MONTHLY CHARGE		TERM (Months) (H)	LEASE/PURCHASE PRICE	
		PER UNIT		TOTAL	PER UNIT	TOTAL		PER UNIT	TOTAL
		LIST (C)	VOLUME PRICE (D)	VOLUME PRICE (E)	(F)	(G)		(I)	(J)
6703-25	1	6188	5817	5817	202	202	36	7272	7272
Unit may be cancelled prior to shipment									

CALCULATIONS: Column (E) = (B) x (D). Column (G) = (B) x (F). Column (I) = (F) x (H).
Column (J) = (G) x (H)

<p>Location of Installation. If Equipment is to be at more than one location, use separate continuation sheet for each location.</p> <p style="font-size: 1.2em; text-align: center;">Same as above</p>	<p>Total Purchase Price* \$ <u>5817</u></p> <p>plus</p> <p>Finance Charge \$ <u>1455</u></p> <p>equals</p> <p>Total Lease/Purchase Price \$ <u>7272</u></p> <p>*Does not include applicable taxes, delivery, installation and like charges. See Sections 1, 2, and 6.</p>
---	---

THIS SALE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THE PURCHASER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. DECISION DATA SHALL NOT BE BOUND BY ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY ANY AGENT, EMPLOYEE, REPRESENTATIVE OR OTHER PERSON IN ITS EMPLOY NOT EMBODIED IN THIS AGREEMENT. FURTHER, THE PURCHASER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING ON DECISION DATA UNLESS ACCEPTED BY AN AUTHORIZED OFFICER AT THE HOME OFFICE OF DECISION DATA.

DECISION DATA COMPUTER CORPORATION

ACCEPTED BY: Michael D. Brody

Senior Vice President, Marketing

TITLE AND DATE: md4-9-84

US NAVAL INSTITUTE
(PURCHASER'S FULL LEGAL NAME)

ACCEPTED BY: JAMES PATTERSON
NAME (Type or Print)

Acting Director 3-27-84
TITLE AND DATE

X James J. Patterson 3/27/84
AUTHORIZED SIGNATURE

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 424 Page No. 186

Identification No. 232036 Dated April 8, 1980

1. Debtor(s) { Wilmer E. Dolch, Jr.
Name or Names--Print or Type
331 Lazywood Court Millersville, Maryland 21108
Address--Street No., City - County State Zip Code

2. Secured Party { M. SHAIVITZ & SONS, INC.
Name or Names--Print or Type
6415 Balto. Nat'l Pike, Baltimore, MD 21228
Address--Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination Statement</p>

RECORD FEE 1.00
RECORD FEE 7.00
POSTAGE .50
#15590 C345 R01 T11:08
APR 30 84

The undersigned Secured Party hereby certifies that it no longer holds or claims a security interest under the above described Financing Statement, and that the same is hereby released.

Kindly return this form to: M. Shaivitz & Sons, Inc.
6415 Baltimore National Pike
Baltimore, Maryland 21228

Dated: April 11, 1984 M. Shaivitz & Sons, Inc.
Name of Secured Party
BY: Shirley Gladfelter
Signature of Secured Party
SHIRLEY GLADFELTER
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10⁰⁰.50

Mailed to Secured Party

1984 APR 30 AM 11:22
E. WILSON COLLISON
CLERK

251868

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 2235.25

If this statement is to be recorded in land records check here.

This financing statement Dated 2-24-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mr. & Mrs. David J. & Susan Coursey

Address NRTF BUILDING 72 Annapolis, MD 21402

2. SECURED PARTY

Name Landmark Financial Services

Address 7060 Spring Garden Dr. Springfield, VA 22150

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE 50
#15591 0345 R01 111:09
APR 30 84

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the consumer goods including household goods, furniture and other personal property located in or about the debtors' premises at their address set forth above, including but not limited to: living room furniture, dining room furniture, bedroom furniture, kitchen stoves, refrigerators, dishwashers, clothes washers and dryers, electrical appliances of all types, room air conditioners, radio and television sets, record and tape playing sets and equipment, cameras, movie projectors, sewing machines, silverware, crystal, china, musical instruments, sports equipment, books, paintings, power and manual garden tools, including lawnmowers, and power and manual wood and metal working tools.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

David Coursey By POA & Coursey
(Signature of Debtor)

Mailed to Secured Party

DAVID COURSEY
Type or Print Above Signature on Above Line

Susan Coursey
(Signature of Debtor)

Debra L. Thomas
(Signature of Secured Party)

SUSAN K. COURSEY
Type or Print Above Signature on Above Line

DEBORA L. THOMAS
Type or Print Above Name on Above Line

1200
1400
50

1984 APR 30 AM 11:22

E. ADSEY COLLISON
CLERK

251869

MARYLAND FINANCING STATEMENT

37/17th

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

- 1. Maturity Date (if any) _____
- 2. Debtor(s) name(s) and address: Nola Solomon
1454 Largan Rd
Annapolis MD 21401
- 3. Secured Party and address (Type complete corporate name): Thorp Credit Inc
7966 Crain Hwy
Glen Burnie MD 21061
- 4. Name and address of Assignee (if any): _____

5. This Financing Statement covers the following types (or items) of property:
(Check box which applies)

All of the household goods, furniture, appliances and personal property of every kind, nature, and description now or hereafter located at the residence of Debtor(s) whose address is shown above, or at the address to which said property may hereafter be removed.

Other personal property (Describe): _____

RECORDING FEE 11.00
REPORT TAX 21.00
MORTGAGE .50
TOTAL 32.50
APR 30 84

MAKE OF AUTO	YEAR	BODY	MOTOR NO.	SERIAL NO.
<input checked="" type="checkbox"/> PONT	78	2S		2S87A8N150028

6. The secured transaction being publicized by this FINANCING STATEMENT is (is not) subject to the Recordation Tax imposed by Article 81, Section 277 and 278, Annotated Code of Maryland, 1962 Suppl, as amended.

7. The Principal Amount of the Debt initially incurred which is secured by the Security Agreement which this Financing Statement publicized is \$ 3721.37

8. After recording, filing officer will please deliver or mail this statement to the SECURED PARTY herein whose name and address are set forth above.

SIGNATURES OF DEBTORS:

X Nola C Solomon
NOLA SOLOMON

X _____

SIGNATURE OF SECURED PARTY OR ASSIGNEE OF RECORD:

THORP CREDIT INC OF MARYLAND
(TYPE COMPLETE CORPORATE NAME)
By: Samuel J Wilson MANAGER

(Type names below all signatures)

UCCI

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

I hereby certify under penalty of perjury that the filing fee as requested by the department of motor vehicle administration for the security interest in the abovemotor vehicle has been paid on or after July 1, 1973.

Samuel J Wilson
Manager

1984 APR 30 AM 11:52

Mailed to Secured Party

11.00
21.00
5

E. J. COLLISON
CLERK

CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT								
Assignee(s) of Secured Party and Address(es)	Secured Party: NAME: <u>AVCO FINANCIAL SERVICES</u> ADDRESS: <u>7164 E FURNACE BR RD</u> CITY & STATE: <u>LEN BURNIE, MD 21061</u>							
	FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.							
	<table border="1"> <tr> <td>DEBTOR(S) (AND ADDRESSES)</td> <td>DATE OF THIS FINANCING STATEMENT</td> </tr> <tr> <td><u>HOUSTON AND RHYLLIS FLOWERS</u></td> <td><u>5-26-82</u></td> </tr> <tr> <td><u>RT 1 BOX 110 A3</u></td> <td>ACCOUNT NO. TAB</td> </tr> <tr> <td><u>SEVERN, MD 21144</u></td> <td><u>899806952 52</u></td> </tr> </table>	DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	<u>HOUSTON AND RHYLLIS FLOWERS</u>	<u>5-26-82</u>	<u>RT 1 BOX 110 A3</u>	ACCOUNT NO. TAB	<u>SEVERN, MD 21144</u>
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT							
<u>HOUSTON AND RHYLLIS FLOWERS</u>	<u>5-26-82</u>							
<u>RT 1 BOX 110 A3</u>	ACCOUNT NO. TAB							
<u>SEVERN, MD 21144</u>	<u>899806952 52</u>							

Filed with: CLERK OF CIRCUIT CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
 (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

- Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:
- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

APR 30 1984
 3:13 PM
 CLERK OF CIRCUIT COURT
 ANNE ARUNDEL COUNTY
 ANNAPOLIS, MD



RECORD FEE 10.00
 POSTAGE .50
 #5-6052 1237 R02 113:59
 APR 30 84

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Services Lebe 451 Pg 190 SA# 243155
 (SECURED PARTY)

BY Frank [Signature] Dated: 3/16, 19 84
 TITLE

ACKNOWLEDGMENT COPY
 Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)

10⁰⁰/₅₀

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:

NAME: avco financial services
ADDRESS: 7164 E FURNACE BR RD
CITY & STATE: GLEN BURNIE, MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>PEGGY J AND CALVIN SAMUELS</u>		<u>2-9-83</u>	
<u>1522 JUPP RD GLEN BURNIE, MD 21061 "</u>		ACCOUNT NO	TAB

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

APR 30 PM 3:13
E. AUSTIN COLLISON



RECORD FEE 10.00
POSTAGE .50
#54050 0287 002 113:50
APR 30 84

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Arco Financial Serv Sub 459 B, 74 Id # 340186
(SECURED PARTY)

BY Mary Bryant Admin Asst. Dated: 5/21, 19 84
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

1000/50

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES** and/or its
Parent, Affiliates or Subsidiaries

ADDRESS: 7164 D Furnace Branch Rd.
CITY & STATE: Glen Burnie, Md. 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
Meyers & Jacqueline Henson		1/20/82	
7812 Freetown Rd.		ACCOUNT NO.	TAB
Glen Burnie	Md. 21061	21902213	13 7626

Filed with: Anne Arundel Co.

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

APR 30 PM 3:13
E. ADRIAN COLLISON
CLERK



RECORD FEE 10.00
POSTAGE .50
456053 0237 102 11:34:59
APR 30 84

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES
(SECURED PARTY)

Label 446 B. 459 ID# 241438

BY Mary Boufant Admin Asst.
TITLE

Dated: 3/26, 19 84

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 2-73)

10⁰⁰/₅₀

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: Avco Financial Services
ADDRESS: 7164 Furnace Branch Rd
CITY & STATE: Glen Burnie Md. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) <u>Ronald W Tooley</u>		DATE OF THIS FINANCING STATEMENT <u>8-24-82</u>	
<u>U. s. Dental Clinic EPES</u>		ACCOUNT NO.	TAB
<u>Ft Meade Maryland</u>	<u>20755</u>	<u>248906678</u>	<u>78</u>

Filed with: Clerk of court Anne Arundel County file 8100

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

- Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;
- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

1984 APR 30 PM 3:13



RECORDING FEE 10.00
POSTAGE .50
456054 0237 402 114:00
APR 30 84

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Serv. Lib 453 Pg 230 Id# 243980
(SECURED PARTY)

BY Admin Asst Mary Bradford Dated: 3/13, 19 84
TITLE

ACKNOWLEDGMENT COPY
Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

10⁰⁰/₅₀

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: AVCO FINANCIAL SERVICES
ADDRESS: PO BOX 997
GLEN BURNIE MD 21061
CITY & STATE: _____

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) <u>JAMES A WILEY AND IRENE WILEY</u>		DATE OF THIS FINANCING STATEMENT <u>04-13-83</u>	
<u>22 MCGUIRK DRIVE</u>		ACCOUNT NO.	TAB
<u>GLEN BURNIE MD</u>	<u>21061</u>	<u>246608426</u>	<u>86</u>

Filed with: CLERK OF CRT AA COUNTY FILE 2521

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

1984 APR 30 PM 3:13
E. GARDNER COLLISON
CLERK



RECORD FEE 10.00
POSTAGE .50
256055 0237 102 114100
APR 30 84

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Serv. Lib 461 B 12 Id #246980
(SECURED PARTY)

BY Admin Asst. Dated: 3-7, 19 84
TITLE

ACKNOWLEDGMENT COPY
Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

1000/50

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: Avco Financial Services
ADDRESS: 7164 E Furnace Br Rd
CITY & STATE: Glen Burnie, Md. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	<u>Charles H & Rose Hines III</u>	DATE OF THIS FINANCING STATEMENT	
	<u>1411 Valentine Ave Glen Burnie, Md 21061</u>	<u>12-13-82</u>	
		ACCOUNT NO.	TAB
		<u>697709472</u>	<u>8378</u>

Clerk of Crt Anne Arundel Co Annapolis, MD

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

1984 APR 30 PM 3:13



RETURN FEE 10.00
POSTAGE .50
45-6056 C237 R02 114:01
APR 30 84

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Services Libe 457 Pg. 143 ID# 245447
(SECURED PARTY)

BY Harold Boyant Admin Asst Dated: 2-2, 19 84
TITLE

ACKNOWLEDGMENT COPY
Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

10% .50

Mailed to Secured Party

file # 6116

LIBER 473 PAGE 50

251870

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 4636 Suitland Rd

CITY & STATE: Suitland, Md 20746

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
Evelyn M Rabak		4-20-84	
5907 Joe Road		ACCOUNT NO.	TAB
Deale, Maruland 20751		840804851	

Filed with: Anne Arundle County

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
79	Ford	pickup tk				

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

1984 APR 30 PM 3:13
E. ANDREY COLLISON

RECORDING FEE 11.00
RECORD TAX 14.00
POSTAGE .50
456057 1237 102 114:02
APR 30 84

I hereby certify that under penalty of perjury that the filing fee as required by MVA for the security interest in the above motor vehicle has been paid on or after 7-1-73.

Vickie Noles
employee signature

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 2395.95

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Evelyn M Rabak
Evelyn M Rabak DEBTOR

BY Vickie Noles AA
Vickie Noles TITLE DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

Mailed to Secured Party

11.00
14.00
.50

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

April 19 84

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 228269 in Office of W. Garrett Larrimore Anne Arundel Co., MD
Liber 415 Page 9 (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Joseph N. Lloyd
Edna M. Lloyd
313 Hillcrest Rd.
Baltimore, MD 21225 AACO. Acct No. 70705

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By P.J. Celli
Its Branch Office Manager

10:50

1984 APR 30 PM 4:01
F. ANNIE Y. COLLISON

10.00 FEE
1.50 POSTAGE
APR 27 1984
APR 30 84

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... April 19, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 238903
Liber 440 Page 74 in Office of W. Garrett Larrimore Anne Arundel Co.,
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Catherine Zimmerman
17 Hampton Rd.
Linthicum, MD 21090
AAO. Acct. No. 79728

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party
By
Its Branch Office Manager
P.J. Celli

Form 91 MD (3-79)

10:52

Mailed to Secured Party

1984 APR 30 PM 4:02
E. AUDREY COLLISON

BL
CLERK

RECORD FEE 10.00
MD/TAGE
APR 27 1984
ANN MD

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

APRIL 19 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 229893
Liber 419 Page 243 in Office of W. Garrett Larrimore Anne Arundel Co.,
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Thelma L. McCov
811 N Shore Drive
Glen Burnie MD 21061
AACO. Acct. No. 61283

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By: [Signature] Secured Party
Its Branch Office Manager
P.J. Celli

1984 APR 30 PM 4:02
F. MUMFORD COLLISON



RETRIAL FEE 10.00
MD TAG 50
REASON CODE 402 11453
APR 30 84

10:50

Mailed to Secured Party

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... April 19....., 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 243684
Liber 452 Page 374
..... in Office of W. Garrett Larrimore Anne Arundel Co., MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Joan B. Simms
306 Phelps Avenue
Glen Burnie, MD 21061
AAO. Acct. No. 84287

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party

By
Its Branch Office Manager
P.J. Celli

1984 APR 30 PM 4:02
E. JUDITH COLLISON
CLERK
BL
CLERK

RECORD FEE 10.00
POSTAGE .50
TOTAL COST 10.50
APR 30 1984

Mailed to Secured Party

10/20/84

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... April 19....., 19 84

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 246882
Liber 460 page 458 in Office of Anne Arundel Co., MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Russell V. Byrd
Dorothy J. Byrd
1634 Pleasantville Drive
Glen Burnie MD 21061

Acct. No. 84556

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party

By
Its Branch Office Manager
P.J. Celli

Form 91 MD (3-79)

Mailed to Secured Party

10:50

1984 APR 30 PM 4:02

F. BURNIE COLLISON



RECORD FEE 10.00
POSTAGE 50
RECEIVED APR 27 1984 11:45
APR 30 1984

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

251871

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 17 Apr 84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HARRISON SYSTEMS, LTD

Address 7515 ANNAPOLIS ROAD: ANNAPOLIS, MD 20784

2. SECURED PARTY

Name HARRIS CORPORATION (BROADCAST GROUP)

Address P.O. BOX 4290; QUINCY, IL 62305

ATTENTION CAROLYN REDENIUS

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (2) HARRIS 994 8696 PX-90 STEREO PRE AMP
- (2) DELTA III MONO CART DECK 730 2299
- (2) DELTA IV RECORD MONO 730 2301

RECORD FEE 11.00
APR 30 84

1984 APR 30 PM 4:02



CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

per attached documents
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HARRIS CORPORATION

Jerry Gervais

(Signature of Secured Party)

Jerry Gervais

Type or Print Above Signature on Above Line

1100



HARRIS CORPORATION BROADCAST GROUP
 P.O. BOX 4290
 QUINCY, ILLINOIS 62305-4290
 (217) 222-8200

LIBER 473 PAGE 57

16F4103 APRIL 6, 1984

QTY.	DESCRIPTION OF FINANCED EQUIPMENT	MODEL NO.	COST
2	HARRIS 994 3696 000 BX-90 STEREO PRE AMP (355.50 EA)	994 3696 000	711.00
2	ITC DELTA III MONO CART DECK (3300.00 EA)	730 2299 000	7500.00
2	ITC DELTA IV RECORD MONO (1135.00 EA.)	730 2301 000	2270.00

ESTIMATED SHIP SCHEDULE _____

ORDER TOTAL \$10,581
 DOWN PAYMENT \$ 531.00
 AMOUNT TO BE FINANCED 10,050 #PAYMENTS 10 MONTHLY PAYMENT 1,005.00

1ST PAYMENT DUE 30 DAYS AFTER SHIPMENT OF EQUIPMENT.
 APPLICABLE TAX AND TRANSPORTATION WILL BE BILLED ON NET INVOICE BASIS.

BILLING INFORMATION

CALL LETTERS HARRISON SYSTEMS LIT
 LEGAL NAME SAME SUITE 011
 BILLING ADDRESS 7515 ANNAPOLIS ROAD
 CITY/STATE ANNAPOLIS MD ZIP 20784
 PHONE (301) 721-5677
 AUTHORIZED SIGNATURE [Signature]

SHIPPING INFORMATION

NAME SAME
 ADDRESS _____
 CITY/STATE _____ ZIP _____
 SHIPPING INSTRUCTIONS _____
 CUSTOMER P.O. # 3200

APR 13 1984

Present Bank	Acct #	Branch	Bank Officer	Area	Phone
INFORMATION ON FILE HARRIS ACCT. # 21004 00					
Second Bank	Acct #	Branch	Bank Officer	Area	Phone
Trade (1)			Contact Person	Area	Phone
Trade (2)			Contact Person	Area	Phone
Trade (3)			Contact Person	Area	Phone

PROMISSORY NOTE

Principal Sum \$ 10,050
 _____, 19 _____

For value received, the undersigned promise(s) to pay to the order of **HARRIS CORPORATION** Broadcast Group TEN THOUSAND FIFTY AND 00/100 DOLLARS at Quincy, Illinois in consecutive monthly installments commencing on (30 DAYS AFTER ORDER), 19 _____, and on the same date of each month thereafter until paid, as follows: _____ payments of \$ 1,005.00 each and final payment of \$ 1,005.00 with interest from and after maturity (by acceleration or otherwise) at the rate of 00.00 per cent per annum, payable monthly.

HARRIS' GENERAL TERMS AND CONDITIONS OF SALE, DATED JULY, 1983 ATTACHED HERETO ARE A PART OF THIS ORDER, AND UPON ACCEPTANCE OF THIS ORDER SHALL BE BINDING UPON SELLER AND PURCHASER.

transit within the continental United States. As long as You inspect the received goods in accordance with carriers inspection requirements and report in writing within 4 days to the carrier and to Harris any shortages or damage, this insurance should reasonably protect your investment. Failure to promptly report shortages or damages will negate this insurance and risk of loss or damage will be Your responsibility. We suggest that You arrange Your own transit insurance for maximum protection against loss or damage.

Method of shipment will normally be determined by Your order. In the event that you do not specify a carrier or method of delivery, a carrier will be selected by Harris as a convenience to You.

INSTALLATION AND MAINTENANCE:

Except as stated in the order, You are responsible for the prompt installation and proper maintenance of the Equipment in accordance with Harris' Instruction Books and good Engineering practice. You also shall employ sufficient technically qualified personnel and have available the proper equipment necessary for maintenance. Harris Warranty of Equipment as herein stated is conditioned on such prudent practices.

TITLE AND SECURITY INTEREST:

Title to all equipment supplied by Harris hereunder shall pass to you at the point that the equipment is loaded on board (FOB) the carriers equipment for shipment to your facility.

Until full payment of all obligations hereunder (whether represented by notes, open account, judgement, or otherwise), Harris reserves a security interest in all of the equipment supplied and Harris may in accordance with existing laws, repossess the equipment, and exercise such other or different remedies as are provided by law. If Harris agrees to take your note in full or part consideration, payment will be deemed to have occurred when Harris has received the proceeds of the note. While Harris retains a security interest, the equipment will not be deemed to have become a fixture to real property.

When requested by Harris, we require that You duly execute and deliver to Harris on Harris' standard forms, a security agreement, financial statement, or other appropriate instrument which Harris may require to cover the financed conditions of this transaction. Payment terms of Net Invoice after shipment is a financed condition.

You hereby authorize Harris, or its assignee, where permitted by Law, to sign and file financing statements in order to perfect the security interest of the financing party.

If in the judgement of Harris, either before or after manufacture or shipment of equipment, the financial responsibility of Your organization is such as to indicate inability to pay its obligations as they mature, Harris, upon giving written notice to You, may require payment in full or a specified part of the balance of the purchase price within a ten (10) day period after the date of

the notice. This provision may apply irrespective of the terms of payment stated in the order or the acknowledgement. Harris shall be under no obligation to deliver equipment until payments are received.

TOWER, ANTENNA AND RELATED SERVICES:

In the event that this contract covers tower and antenna erection work including tower foundations, etc., Harris shall let a subcontract for part or all of the work to an independent Contractor. You agree to supervise and direct the efforts of such Independent Contractor. Your duties in regard to supervision shall be to assure compliance by the subcontractor with all applicable specifications, restrictions, ordinances, laws and other regulations and to assure that the job is completed to Your satisfaction. You agree to sign acceptance forms presented by the subcontractor at such time as the work is completed or to notify Harris prior to the crew leaving the site if exceptions are noted or the work is not satisfactory.

In addition, you agree that all hardware ordered including antennas, microwave dishes, transmission line, connectors, etc., has been coordinated and is on site upon arrival of tower crew for installation work.

You agree that prior to shipment of tower or antenna as may be covered by this contract and/or for which services at the site are also included in the contract [a] all permits required shall be approved and issued; [b] the site will be level and clear and staked off prior to arrival of a tower crew for tower erection work; [c] the site shall be reachable by access road or other suitable access for heavy equipment; [d] the site for tower foundation and erection work shall not be marshy land, frozen soil, rocky soil, swamp, or otherwise not suitable for a standard commercial tower foundation. You warrant that the proposed site for the foundation work has been inspected by you for your consultant and that soil samples have been taken to establish that the foundation site is suitable for a standard commercial foundation design. If before or after the arrival of the Subcontractor to perform the foundation work, it is discovered that the site and/or soil conditions are not what is normally expected, then any additional costs for the foundation work will be for your account; [e] electrical power is available for construction work and for testing purposes; [f] equipment to off-load the antenna from the carrier's equipment will be available at the site. If any of these conditions are such that work cannot begin, then the erection crew may have to depart from the site. You agree to pay to Harris, upon receipt of invoice, all extra cost for material or services which are a result of failure or compliance by Your organization with any of the conditions [a] through [f] above or for any other conditions as may be considered unusual or nonstandard or for delays beyond the reasonable control of Harris or its Subcontractors, including delays due to inclement weather.

In the event that this order covers an antenna to be installed on an existing tower, You alone shall be responsible for determining, to Your complete satisfaction, the adequacy of such tower to support the weight and wind loading associated with such an antenna and related

hardware and the installation thereof. Harris' sole responsibility shall be to provide to You, when requested, the specifications relative to the specific antenna and related hardware.

SERVICE PARTS LIMITED WARRANTY:

In the event that this order includes replacement service parts, the following warranty period shall apply: Replacement parts, with the exception of tubes, are warranted by Harris for a period of 90 days from the date of shipment. Electron Tubes shall carry the warranty as supplied by the tube manufacturer.

MANUFACTURERS' LIMITED NEW EQUIPMENT WARRANTY:

Harris warrants Equipment of its manufacture against defects in material or workmanship at the time of delivery, that develop under normal use within a period of one year [6 months on moving parts] from the date of shipment. You must give Harris prompt notice of failure and when requested, provide a written report of the nature and probable cause of the failure. Other Manufacturers' and Suppliers' Equipment, if any, including electron tubes, solid state devices, transmission line, antennas, towers, etc., shall carry only such Manufacturers' or Suppliers' warranty.

Harris' sole responsibility for any breach of the above warranty provision with respect to any Equipment or parts not conforming to the warranty or description of Equipment as herein specified, is at its option to [a] repair or replace such Equipment or parts F.O.B. Harris shipping point, upon the return thereof, freight prepaid of the failed Equipment or component and provided that such is returned promptly after occurrence of the failure or [b] to accept the return of the Equipment F.O.B. Your point of installation, whereupon Harris shall either [1] issue a credit to Your account in an amount equal to an equitable portion of the total contract price, without interest, or [2] if the total contract price has been paid, refund to You an equitable portion thereof, without interest.

WARRANTY WORK PERFORMED BY HARRIS, COVERS PARTS ONLY. Labor and any travel charges incurred will be invoiced to You. Defects or failures caused by Your abuse or misuse or improper maintenance procedures are not covered by this warranty provision.

Harris assumes no responsibility for design characteristics or for special Equipment manufactured to specifications supplied by or on behalf of Your organization and shall not be liable for any expenses whether for repairs, replacements, material, service, labor or otherwise incurred by Your organization. Further, You agree to indemnify Harris for any loss or damage occasioned by a patent and/or trade secret infringement as a result of Harris manufacture of equipment to Your supplied specifications. Modifications to Harris Equipment by Your organization may void this warranty provision unless prior written consent is received from Harris. NO EQUIPMENT IS TO BE RETURNED TO HARRIS WITHOUT FIRST RECEIVING HARRIS' INSTRUCTIONS REGARDING RETURN PROCEDURE.

HARRIS BROADCAST GROUP
**GENERAL TERMS & CONDITIONS OF SALE
 FOR BROADCAST EQUIPMENT AND SERVICES**

DEFINITIONS:

The term "You" as referred to herein means the Purchaser of Harris Corporation, Broadcast Group Equipment and Services.

The term "Harris" as referred to herein means Harris Corporation, Broadcast Group with offices in Quincy, Illinois.

PROPOSAL VALIDITY:

Harris equipment/services proposals submitted to Your organization will automatically expire if not accepted by You within thirty [30] days from issue date or any extension of such period granted in writing by Harris.

ACCEPTANCE:

This proposal, when signed by You, shall represent an order from Your organization which shall be deemed to be accepted by Harris when Harris mails to You its standard acknowledgement form. Harris reserves the right, in its acknowledgement, to change prices and specifications where necessary to reflect Harris' prices and specifications in effect on the date of the acknowledgement. IF THE PRICES OR TERMS OR SPECIFICATIONS HAVE BEEN CHANGED FROM THE PROPOSAL, YOU MAY ELECT TO CANCEL ALL OR PART OF THE ORDER BY WRITTEN NOTIFICATION BY CERTIFIED MAIL TO HARRIS WITHIN A PERIOD OF TEN [10] DAYS AFTER RECEIPT OF THE ORDER ACKNOWLEDGEMENT. In case of such cancellation, Harris will refund to You any advance payment made by You with respect to the specific items cancelled, without interest or penalty. If a written notice is not received from You as provided for above, then changes made by Harris shall be deemed to be accepted by You. The order together with the acknowledgement shall represent the entire contract between the parties, and shall be changed only by written agreement between the parties. The banking by Harris or other disposition of funds paid by You to Harris with the order shall not constitute an acceptance of the order by Harris. Harris may reject the order at its home office if a product has been discontinued or for reasons including but not limited to credit conditions and terms of payment. A reasonable time to reject or acknowledge the order shall be afforded to Harris and Harris' silence shall not be construed as acceptance.

You acknowledge receipt of a copy of this order, including these terms and conditions, having signed the order in the space provided.

PRICE:

Except as provided for herein, Harris agrees to make no price adjustments after the order is acknowledged and provided that You accept delivery at such time or times that Harris is ready to make a shipment.

If this order provided for deferred payment terms, Harris may increase the rate of finance charge, provided for herein, to its rate of finance charge in effect immediately prior to shipment, except that in no event shall such increase exceed one percentage point.

DELAYS IN DELIVERY AT THE REQUEST OF YOUR ORGANIZATION MAY GIVE RISE TO A PRICE ADJUSTMENT BY HARRIS PRIOR TO SHIPMENT. For contingent orders see "Contingent Orders" below.

Harris can make Price Adjustments on Your order after receipt of Your order at our home office and include such adjustments in our order acknowledgements. These adjustments may be necessary due to use of an outdated price in our quotation to you.

CONTINGENT ORDERS:

If this order is designated as being a contingent order, You represent that You have pending or will file with the F.C.C. an application for a construction permit. If such application as filed, or as amended, is denied, revoked, or abandoned, upon giving prompt written notice to that effect to Harris, You may cancel the contingent order for all or part of the items ordered. Harris will refund to You the payments made against the items being cancelled or apply the funds to Your account.

If this order is acknowledged as being a contingent order and is accompanied by an advance payment, and if You, by written instruction make the order firm within a six [6] month period after the date of the contingent order, then Harris agrees to make no price adjustments after the contingent order is acknowledged, provided that You accept delivery at such time or times that Harris is ready to make a shipment after the order becomes firm. THE ONLY EXCEPTION TO THIS PRICE PROTECTION PROVISION MAY BE VENDOR END ITEMS EQUIPMENT ORDERED WHERE HARRIS HAS A PRICE INCREASE NOTICE FROM A VENDOR SOURCE.

TAXES:

Unless this order specifically indicates that all applicable taxes are included in the price, Harris shall invoice and You agree to pay all required taxes or other like charges as are imposed by Law and required to be collected by Harris with regard to transactions between Seller and Purchaser with specific reference to State and Local Taxes imposed by Law in the various States, Commonwealths and Protectorates of the United States.

If You claim to be exempt from Tax, then You must submit to Harris a tax exempt number or certificate. If Harris for any reason is required to pay applicable taxes, You hereby agree to reimburse Harris accordingly.

INSURANCE:

In the event that this order involves deferred payments and when required by Harris to protect its security interest, You agree to furnish to Harris evidence of insurance against fire and extended coverage perils in an amount equal to the full value of the Equipment, with loss first payable to Harris as its interest may appear. You agree to maintain such insurance until full payment shall have been made to Harris.

DELIVERY:

If You delay shipment, payments are to be made as though shipment had been made and the Equipment shall be stored by Harris at Your expense. Equipment placed in storage shall be considered Your property. Harris obligations hereunder are subject to delays incident to labor difficulties; fires; casualties; and accidents; acts of the elements; acts of the public enemy; transportation difficulties; acts of the Government in its Sovereign capacity; or other causes beyond Harris' control.

If shipment of any item is delayed by Harris for more than six [6] months beyond the shipping date specified herein, or as amended, either party may terminate this contract as to any such items by written notice to the other, whereupon Harris shall either [a] issue as a credit to Your account an amount equal to an equitable portion of any payment made by Your organization, of the total contract price, without interest, or [b] Harris shall refund to You an equitable portion thereof without interest.

SHIPPING DATES INDICATED HEREIN AND AS MAY BE SUBSEQUENTLY ACKNOWLEDGED TO YOU ARE APPROXIMATE AND SUBJECT TO AVAILABILITY OF INVENTORY. Harris shall exercise reasonable efforts to comply with Your requested shipping schedule provided that You furnish all information as is necessary to permit Harris to complete the order.

Harris shall have the right to make, and You agree to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

Shipments will not normally be made until all required Security agreements have been executed and approved by Harris.

FREIGHT CHARGES AND TRANSPORTATION INSURANCE:

Unless otherwise stated on the face hereof all prices and terms are F.O.B. place of shipment and are exclusive of freight charges. Shipping charges to Your destination will be added to the Harris invoices.

As a service to You on prepaid shipments from our facilities, Harris will carry transportation insurance on the equipment while it is in

251872

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property:

The debtors inventory, present and hereafter acquired of new and used machines, other than farm equipment, manufactured by or offered for sale by Harnischfeger Corporation, acquired by debtor from the secured party and held by debtor for sale or lease, all of which inventory secures the obligation of the debtor to the secured party until fully paid. The financing statement is a Conditional Sale Contract and is not subject to Recordation Tax.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
POSTAGE .50
APR 22 1994 11:52
MAR 30 1994

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

L. B. Smith, Inc.

Harnischfeger Corporation

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)
E.H. Perlewitz, Asst. Treasurer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

APR 30 PM 4:25

1100
2/5/94

Mailed to Secured Party

HOUSEHOLD FINANCE CORPORATION
LAUREL BRANCH OFFICE CENTER
9669 FT. BELLE ROAD
LAUREL, MARYLAND 20810

LIBER 473 PAGE 61

#82158-1

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

April 23 84
....., 19.....

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 240720 Clerk of Court, AA Co., MD
Liber 444, 436 (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Robert & Delores McPherson
1713 Green Meadow Ct, Severn MD 21144

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corp., Secured Party

By *E.D. White*
Its Branch Office Manager
E.D. White

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE .50
TOTAL COST 10.50
APR 30 84

1984 APR 30 PM 4:34
AUDREY COLLISON
CLERK
BL CLERK

10:30
HFC
9626 Ft. Meade Rd
P.O. Box 58
Severn, Md. 20707

LIBER 473 PAGE 62

#81797-4

[Handwritten scribble]

HOUSEHOLD FINANCE CORPORATION
LAW OFFICE
LAW OFFICE

STATEMENT OF TERMINATION OF FINANCING

(Pursuant to Uniform Commercial Code)

April 23, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 230261
Liber 420 Page 247
Debtor or Debtors (name and Address):
Michael T. Pepper
6972nd Security Squadron, Ft. Meade MD 20755
Clerk of Circuit Ct., Anne Arundel Co. MD
(Filing Officer) (County and State)

RECORD FEE 10.00
POSTAGE .50

#5410 (207) MD 11572
APR 30 1984

BL
CLERK

1984 APR 30 PM 4:34
FRANK COLLISON

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By *[Signature]*
Household Finance Corp.
Secured Party
Its Branch Office Manager
E.D. White

Filed to Secured Party

10/50

LIBER 473 PAGE 63

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) QUALITY BRANDS, INC. 226 DOVER ROAD BAYMEADOW INDUSTRIAL PARK GLEN BURNIE, MARYLAND 21061	2. Secured Party(ies) and address(es) CHEMLEASE WORLDWIDE, INC. 55 WATER STREET NEW YORK, N.Y. 10041 8694M37(00126)	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) Book 393 Page 293
4. This statement refers to original Financing Statement bearing File No. 09216 Circuit Court for Anne Arundel Co., MD. Nov. 16, 1978 Filed with _____ Date Filed _____		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

RECORD FEE 10.00
POSTAGE .50
APR 30 1984

No. of additional Sheets presented:

By: _____ 11/25/83 _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: Delen J. Burnette
Authorized Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.00 / .50

BL
CLERK

Mailed to Secured Party

1981 APR 30 PM 4:45
E. MURPHY COLLISON

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented:	<input type="checkbox"/> The debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Robert W. Wentz c/o Tri-State Vehicle Leasing, Inc. 14 Horn Point Court Annapolis, MD 21403	2. Secured Party(ies) Name(s) and Address(es): Strick Corporation U. S. Highway No. 1 Fairless Hills, PA 19030 #10-08057	4. For Filing Officer: Date, Time, No. Filing Office	

5. This statement refers to original Financing Statement No. 222053 filed (date) 12/29/78 with Anne Arundel County Clerk of Circuit Ct.

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records Section Block Lot

RECORD FEE 10.00
MORTGAGE 50
SEARCH COST 400 11:40
APR 30 1984

By _____ Signature(s) of Debtor(s) (only on amendment)
 By Strick Corporation Auth. Agent
 (Signature(s) of Secured Party(ies))

(1) Filing Officer Copy-Numerical
 (7.78) STANDARD FORM - FORM UCC - 3 - Approved by the Secretary of State of New York

1984 APR 30 PM 4:45
 ANNE ARUNDEL COUNTY
 CLERK OF CIRCUIT COURT

10.00
 .50
 BL
 CLERK

Mailed to Secured Party

F-5

FINANCING STATEMENT

File No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>MICHLAND CO. LIMITED PARTNERSHIP T/A DUFF'S FAMOUS SMORGASBORD 1125 Cromwell Bridge Road Towson, Maryland 21204</p> <p>7609 New Hampshire Avenue Takoma Park, Maryland</p> <p>Glen Burnie Shopping Plaza Glen Burnie, Maryland</p> <p>8827 Annapolis Road Lanham, Maryland</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>THE NATIONAL BANK OF WASHINGTON The World Trade Center Baltimore 401 East Pratt Street, Suite 2222 Baltimore, Maryland 21202</p> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	--

3. This Financing Statement covers the following types (or items) of property:

All of Debtor's equipment, general intangibles, inventory, accounts, instruments, documents, chattel paper, contract rights, and other property as described on Exhibit A attached hereto and made a part hereof.

RECORDED

APR 30 4:45 PM '84



RECORD FEE 18.00
POSTAGE .50

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 2
- 6. This transaction (is) (is not) exempt from the recordation tax
Principal amount of debt initially incurred is: \$2,252,000.00
- 7. RETURN TO: Weinberg and Green (CSW)
100 South Charles Street, Baltimore, Maryland 21201

RECORDED FEE 18.00
POSTAGE .50
APR 30 84

DEBTOR:

MICHLAND CO. LIMITED PARTNERSHIP
(Type Name)
T/A DUFF'S FAMOUS SMORGASBORD
By: Philip M. Hoag
Philip M. Hoag
(Type Name and Title of Person Signing)

By: John F. Savage
John F. Savage
By: Allan F. Conn
Allan F. Conn
By: Gary C. Andrzejewski
Gary C. Andrzejewski
April 18, 1984
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

I certify that taxes in the amount of \$7,431.60 were paid to the Maryland State Department of Assessments and Taxation this 18th day of April, 1984.

1800/50

Patricia A. Dart
Patricia A. Dart

Mailed to Secured Party

EXHIBIT A TO FINANCING STATEMENT
OF MICHLAND CO. LIMITED PARTNERSHIP

This Financing Statement covers the following types of property:

(1) All of Debtor's right, title and interest in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever;

(2) All of Debtor's right, title and interest in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever;

(3) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor, all rights which Debtor may at any time have, by law or agreement, against any other obligor obligated to make such payment and all rights and Liens which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks;

(4) All of Debtor's property and funds (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and

(5) All of Debtor's property and assets in or on which Secured Party has, or may in the future acquire or be granted, a Lien, whether or not now contemplated.

(6) All of Debtor's right, title and interest in and to the lease of certain property located in the Glen Burnie Shopping Plaza by Glen Burnie Shopping Plaza, Inc. to Debtor; the lease of certain property located at 1125 Cromwell Bridge Road, Towson, Maryland by 21st Century Properties Company to Debtor; the lease of certain property located at 7609 New Hampshire Avenue, Takoma Park, Maryland by Suburban Bank, Trustee U/A for G. Albert Gude and Joseph R. Abrahams to Debtor; the lease of certain property located at 8827 Annapolis Road, Lanham, Maryland 20706 in Prince George's County, Maryland by Hannah Storch to Debtor; the equipment lease dated October 13, 1981 between Winters National Bank & Trust Co. and Duff's Enterprises, Inc.; and the franchise and location agreements between Duff's Enterprises, Inc. and Debtor.

This Financing Statement also covers all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

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STATE OF MARYLAND

251876

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 4/13/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellham Avenue, N.E., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Leasing Service Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 11.00
POSTAGE .50
#15651 0345 R01 T15:30
APR 30 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Arundel Crane Service Corporation

David A. Cearfoss, President 4/13/84
(Signature of Debtor)

David A. Cearfoss, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Service Corporation

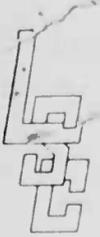
Philip D. Cooper
(Signature of Secured Party)

Philip D. Cooper, Regional V.P.
Type or Print Above Signature on Above Line

Mailed to Secured Party

1/20
2011
.50

1984 APR 30 PM 4:29
E. ADRIAN COLLISON
CLERK



ca LEASING SERVICE CORPORATION (the "LESSOR")
 P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

- 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021 Telephone: 212/421-3600
- 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94662 Telephone: 415/654-8615
- 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341 Telephone: 404/458-9211
- 2360 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018 Telephone: 312/298-5580
- P.O. BOX 8, PREL PLAZA • ORANGEBURG, NEW YORK 10962 Telephone: 914/359-8111

LEASE NO. 60195-3

LIBER 473 PAGE 69

FULL LEGAL NAME AND ADDRESS OF "LESSEE" SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Arundel Crane Service Corporation
 115 Wellham Avenue, N.E.
 Glen Burnie, Maryland 21061

NAME AND TITLE OF PERSON TO CONTACT: _____

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	One (1) Grove Hydraulic Truck Crane Model T/S250A, S/N 45495 mounted on 6 x 4 Carrier equipped with 32' plus 106' Main Boom; Grove 15H-16B Main Hoist with Drum Rotation Control Valve Arrangement for future Auxillary Hoist Drum Cable Follower; Enclosed Cab with Heater; Defroster and Wipers; Electric Tachometer; Electronic Angle Indicator; 25 Ton 4 Shift Block; 5 Ton Headache Ball; 5/8" Diameter 5 x 41 450' Cable, Caterpillar 3208 Engine; 22 A Frame Stowable Jib

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS _____ CITY _____ COUNTY _____ STATE _____

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 2,337.72 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	60	\$ 140,263.20 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	60	\$ -0- <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ -0- <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule in part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or 5/16/84 whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Glen Burnie, Maryland DATE EXECUTED BY LESSEE: April 13, 1984

DATE: April 13, 1984 LESSOR: Arundel Crane Service Corporation
FULL LEGAL NAME

ca LEASING SERVICE CORPORATION BY: [Signature] AUTHORIZED SIGNATURE TITLE

BY: [Signature] VICE PRESIDENT AUTHORIZED SIGNATURE TITLE

LEASE COPY

LIBER 473 PAGE 70

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and there is no specified Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent as specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the original or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be deemed to be an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during the term of each such renewal.

9. Lessor warrants and represents that the item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which date shall be the date of Lessor's acceptance hereof. Lessee will deliver to Lessor a delivery instruction receipt to Lessor's form for each and every item immediately upon Lessor's request.

10. Lessee shall use equipment in accordance with all laws relating to its possession, use and maintenance. The equipment shall be delivered to Lessee at the location specified above or, if none is specified, at Lessor's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep visible in a prominent place on each item of equipment Lessor's name and address as set forth in this lease and any other labels, notices, instructions and other markings which Lessor may require. Lessee shall not make any alterations, additions or deletions to such labels, notices, instructions and other markings. An address label shall be affixed to each item of equipment and shall be clearly legible. Lessee shall not remove or alter any labels, notices, instructions and other markings which Lessor may require. Lessee shall not remove or alter any labels, notices, instructions and other markings which Lessor may require. Lessee shall not remove or alter any labels, notices, instructions and other markings which Lessor may require. Lessee shall not remove or alter any labels, notices, instructions and other markings which Lessor may require.

12. Lessee shall keep the entire risk of loss, theft, damage or destruction of equipment from any cause whatsoever and the loss, theft, damage or destruction of equipment shall remain Lessee's obligation in any event in any case. Lessee shall be responsible for the replacement of any equipment which is lost, damaged or destroyed. Lessee shall be responsible for the replacement of any equipment which is lost, damaged or destroyed. Lessee shall be responsible for the replacement of any equipment which is lost, damaged or destroyed.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that such insurance as to Lessor's obligations shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of such insurance to replace or repair equipment and/or to pay any claim for loss of use or other damages. Lessee shall be responsible for the replacement of any equipment which is lost, damaged or destroyed. Lessee shall be responsible for the replacement of any equipment which is lost, damaged or destroyed.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, damages, attorney's fees, costs and expenses, including reasonable attorney's fees, and the recovery of claims under insurance policies. Lessee shall pay promptly written due all claims and costs of equipment, and shall have Lessor's written consent to any assignment or transfer of any such claims, actions, proceedings, damages, attorney's fees, costs and expenses, including reasonable attorney's fees, and the recovery of claims under insurance policies.

15. Without Lessor's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lease equipment or any part thereof, or permit its use by any person other than Lessee or Lessee's employees. Lessor and its agents may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignment and/or mortgage shall have all of the rights and none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defenses, counterclaims or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease shall survive the death of and/or disability of either party.

16. Should Lessee fail to pay when due any part of the rent herein provided or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1 1/2% of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 15% added for attorney's fees, without stay of execution, and Lessee hereby waives the right of process, all rights of appeal and relief from any and all assessments, stay or exemption laws then in force.

17. If Lessee fails to pay any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder), then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment; (B) require Lessee to pay immediately to Lessor the full amount of Total Rent; (C) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (D) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (E) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (F) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (G) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (H) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (I) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (J) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (K) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (L) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (M) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (N) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (O) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (P) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (Q) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (R) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (S) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (T) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (U) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (V) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (W) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (X) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (Y) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder; (Z) require Lessee to pay immediately to Lessor the full amount of Total Rent and all other amounts due hereunder.

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise; Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. Hereby, by jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereof. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

_____(L.S.) _____(L.S.)
 (Guarantor) (Guarantor)
 _____(L.S.) _____(L.S.)
 (Guarantor) (Guarantor)

251877

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael E. & Victoria L. O' Hara

Address 1112 Ridge Place Crownsville, Maryland 21032

2. SECURED PARTY

Name Anchor Boat Sales, Inc.

b

Address 448 N. Mauldin Avenue North East, Maryland 21901

FINANCEAMERICA CORPORATION-5 SOUTH MAIN STREET, SUITE 103-P O. BOX 151-BEL AIR, MD 21014
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1980 Stingray # PNYA0151M80G Boat

RECORD FEE 12.00
POSTAGE .50
#15852 0345 R01 715:31
APR 30 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Michael E. O' Hara
Type or Print Above Signature on Above Line

[Signature]
(Signature of Debtor)

Victoria L. O' Hara
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

ED TRAINER-ANCHOR BOAT SALES
Type or Print Above Name on Above Line

[Signature]
(SIGNATURE OF ASSIGNEE)

BRUCE J. CHAILLOU-FINANCEAMERICA CORPORATION
(NAME OF ASSIGNEE)

FINANCEAMERICA CORPORATION
5 S. Main Street Suite 103
P. O. Box 151
Bel Air, Maryland 21014

12.00
1.50



APR 30 PM 4:29
E. J. BRUNSON

STATE OF MARYLAND

251878

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 02/02/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wang Laboratories, Inc.

Address One Industrial Avenue, Lowell, MA 01851

2. SECURED PARTY

9815-008

Name Citicorp Leasing, Inc.

Address 470 Totten Pond Road, Waltham, MA 02154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"(s):
Work Order Number(s):
740KJ
attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 11.00
#15653 0345 ROL 115-27
APR 30 1984

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wang Laboratories, Inc.

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Citicorp Leasing, Inc.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line



1984 APR 30 PM 4:29
RECORDS SECTION

Mailed to Secured Party

No. DX 30

WANG LABORATORIES, INC. / CITICORP IV - R

Work Order Number: 740K-1
 Loan Pool Number: B-2
 Customer Number: 001362
 Customer Name: US DEPT NAVY

Lease Term: GSA
 Discount Factor: 0 %
 Equipment Type: VS Type
 Shipping Date: 01/17/84

Bill to:
 US DEPT NAVY
 US NAVAL ACADEMY
 ANNAPOLIS MD 21402

Ship to:
 SAME

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Discounted Price	Advance	List Price
02/01/84	5535	076191	\$192.00	\$64.00	\$128.00	\$3,070.00	\$4,116.80	\$4,500.00
02/01/84	VS45-16X	PP9273	1,122.00	102.00	1,020.00	22,000.00	22,880.00	25,000.00
02/01/84	2265V-3	087069	1,355.00	180.00	1,175.00	24,640.00	25,625.60	28,000.00
02/01/84	2265V-3	087071	1,355.00	180.00	1,175.00	24,640.00	25,625.60	28,000.00
02/01/84	2246S-2R	089059	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089071	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089079	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089105	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089107	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089111	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089117	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089121	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089124	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089147	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089175	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089177	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089178	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089187	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00
02/01/84	2246S-2R	089231	124.00	24.00	100.00	2,420.00	2,516.80	2,750.00

***** Continued on next page *****

SCHEDULE A

LIBER 473 PAGE 7A

Page 8

(Printed on 01/27/84 at 14:48)

No. 0Y 30

WANG LABORATORIES, INC. / CITICORP IV - R

Work Order Number: 740KJ
Loan Pool Number: B-2
Customer Number: 001392
Customer Name: US DEPT NAVY

Lease Term: GSA
Discount Factor: 0 %
Equipment Type: VS Type
Shipping Date: 01/17/84

Start Date	Model Number	Serial Number	Gross Rent	Maint- enance	Net Rent	Discounted Price	Advance	List Price
02/01/84	5574	NY2A15	\$517.00	\$145.00	\$372.00	\$11,000.00	\$11,440.00	\$12,500.00

WORK ORDER TOTALS: \$6,306.00 \$1,031.00 \$5,265.00 \$127,441.60 \$130,250.00 0.0

STATE OF MARYLAND

251879

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 01/18/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wang Laboratories, Inc.

Address One Industrial Avenue, Lowell, MA 01851

2. SECURED PARTY

9815-006

Name Citicorp Leasing, Inc.

Address 470 Totten Pond Road, Waltham, MA 02154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"(s):
Work Order Number(s):
692MM
attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 11.00
#15654 C345 R01 T15:33
APR 30 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wang Laboratories, Inc.
[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Citicorp Leasing, Inc.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

CLERK
78

1984 APR 30 PM 4:29

Mailed to Secured Party

1100

(printed on 12/12/83 at 14:27:20)

NO. 05 772

WANG LABORATORIES, INC. / CITICORP LEASING INC.

CSA

Work Order Number: 6921M

Lease Term:

0 X

Loan Pool Number: L-U

Discount Factor:

VS Type

Customer Number: 067512

Equipment Type:

11/16/83

Customer Name: R00Z-ALLEN & HAMILTON INC

Shipping Date:

Bill to:

R00Z-ALLEN & HAMILTON INC
4330 EAST WEST HIGHWAY
BETHESDA MD 20814

Ship to:

R00Z-ALLEN & HAMILTON INC
ATOPPE SQUARE A FLOOR #2
930 FLEETING LANDING ROAD
LINTHICUM MD 21090

Start Date	Model Number	Serial Number	Gross Rent	Maint- enance	Net Rent	Advance	List Price	Yield (%)
12/01/83	7511T	0p6166	\$427.00	\$119.00	\$308.00	\$8,360.00	\$9,500.00	88.0
12/01/83	7511T	0p6183	427.00	119.00	308.00	8,360.00	9,500.00	88.0
12/01/83	7581WC-1T	1V1360	352.00	62.00	290.00	7,480.00	8,500.00	88.0
12/01/83	7581WC-1T	1V1362	352.00	62.00	290.00	7,480.00	8,500.00	88.0
12/01/83	7515T	KN2539	427.00	86.00	341.00	8,360.00	9,500.00	88.0
12/01/83	7515T	KN2540	427.00	86.00	341.00	8,360.00	9,500.00	88.0
12/01/83	7536-AT	JM5994	256.00	35.00	221.00	5,016.00	5,700.00	88.0
12/01/83	7536-AT	JM5999	256.00	35.00	221.00	5,016.00	5,700.00	88.0
12/01/83	7536-AT	JM6007	256.00	35.00	221.00	5,016.00	5,700.00	88.0
12/01/83	7536-AT	JM6013	256.00	35.00	221.00	5,016.00	5,700.00	88.0
12/01/83	7536-AT	JM6016	256.00	35.00	221.00	5,016.00	5,700.00	88.0
WORK ORDER TOTALS:			\$3,692.00	\$709.00	\$2,983.00	\$73,480.00	\$83,500.00	88.0

WANG LABORATORIES

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER 473 PAGE 77

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

251880

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1305.54

If this statement is to be recorded in land records check here.

This financing statement Dated April 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Clarence E. Kearney, 3rd and Gail Kearney
Address 2102 Eastway Road Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Norwest Financial Maryland Incorporated
Address 3412 Eastern Avenue Baltimore, Maryland 21224

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 17, 1987

4. This financing statement covers the following types (or items) of property: (list)

2 Samsung Color TV, 2 Sango TV, Wards Washer & Dryer, Wards Dishwasher,
Side by side 2 Door Wards Refrigerator, Wards Stove, Hoover Vacuum cleaner,
3 Piece Modern Living room set, 1 pc Bedroom sets, Broyhill Dining room set.

1984 APR 30 PM 4:29
E. J. GILSON



RECORD FEE 12.00
RECORD TAX 7.00
POSTAGE .50

#15661 0345 R01 115:46

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

APR 30 84

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Clarence E. Kearney, 3rd
(Signature of Debtor)

Clarence E. Kearney, 3rd
Type or Print Above Name on Above Line

Gail Kearney
(Signature of Debtor)

Gail Kearney
Type or Print Above Signature on Above Line

John A. Tayman, 3rd
(Signature of Secured Party)

John A. Tayman, 3rd
Type or Print Above Signature on Above Line

1200
700
50

251881

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries
PO BOX 997

ADDRESS: _____
CITY & STATE: GLEN BURNIE MD21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) WELDON AND CHARLENE HOOD		DATE OF THIS FINANCING STATEMENT 04-13-84	
1526 FLORIDA AVENUE		ACCOUNT NO.	TAB
SEVERN SEVERN	21144	540905050	50
MARYLAND MARYLAND		FILE 9573	
CLERK OF COURT AA COUNTY			

Filed with: _____

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) ~~IF CHECKED AT LEFT, ALL HOUSEHOLD~~ goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

APR 30 PM 4:30
E. AUSTIN BRADLISON

BL
CLERK

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50
#15633 C345 R01 715:50
APR 30 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1824.91

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Joyce Paley
JOYCE PALEY DEPT. MGR
TITLE

Weldon F. Hood Jr.
WELDON F HOOD JR DEBTOR

Charlene L. Hood
CHARLENE L HOOD DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

Mailed to Secured Party

1200
10.50
50

Debtor or Assignor Form

251882

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,000.00
- To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
WEST STREET MEDICAL CLINIC	172 West Street Annapolis, Maryland 21401

RECORD FEE 12.00
RECORD TAX 210.00
POSTAGE .50
#15664 0345 R01 T16:02
APR 30 84

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 83 Forest Drive
Annapolis, Maryland 21401

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral): All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower other than inventory including any leasehold interests therein (plus all replacement parts and annexations thereto), and any maintenance agreements applicable thereto, herein called "Equipment" and specifically including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Bank.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

WEST STREET MEDICAL CLINIC

THE FIRST NATIONAL BANK OF MARYLAND

Joseph J. Martinez-O'Hara, Gen. Partner
Joseph J. Martinez-O'Hara, Gen. Partner

BY *Margaret R. Anderson*
Margaret R. Anderson
Loan Officer

Nathan Center, General Partner

FNB 0860

Type or print names under signatures

Mailed to Secured Party

12.00
210.00
.50

1984 APR 30 PM 4:30



251883

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF

FINANCING STATEMENT

1. Debtor(s):

Francis W. Hinebaugh

Name or Names—Print or Type

Box 33-C, Tracy's Landing, Anne Arundel, Maryland 20779

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Gardiner Equipment Company, Inc.

Name or Names—Print or Type

P.O. Box 37, Waldorf, Charles, Maryland 20601-0037

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) New John Deere 410B Backhoe Loader, S/N 702862 w/16" and 36" Backhoe Buckets and Reversible Stabilizer Pads

4. If above described personal property is to be affixed to real property, describe real property.

"The above described property is owned by the Secured Party and is leased to the Debtor. This statement is filed to give notice of Secured Parties title to said property".

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

BL
CLERK

APR 30 PM 4:30

RECORD FEE 11.00
POSTAGE .50

DEBTOR(S):

Francis W. Hinebaugh
(Signature of Debtor)

Francis W. Hinebaugh
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Gardiner Equipment Company, Inc. #15673 C345 R01 T16:17
(Company, if applicable) APR 30 84

E. Gerald Gardiner
(Signature of Secured Party)

E. Gerald Gardiner, Vice President
Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Gardiner Equipment Company, Inc.
P. O. Box 37
Waldorf, Maryland 20601-0037

11.50

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

243253

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 451 FOLIO 333 ON July 8, '82 (DATE)

1. DEBTOR

Name Boehm, William Alan
Address 1426 St. Stephens Church Rd., Crownsville, MD 21032

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination xxx</u> (Indicate whether amendment, termination, etc.)</p>

CR CLERK CHECK FORM OF STATEMENT
MAY 11 1984 9:13 AM

RECORD FEE 10.00
POSTAGE .50
454132 237 002 109:04
MAY 1 84

JOHN DEERE COMPANY

Dated 16 April 1984

R. W. Edwards
(Signature of Secured Party)
R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

10.00 / .50

Mailed to Secured Party

Anne Arundel 27524648 (3) 4/11/84

Purchaser's Name (Last name first) <i>Ray Charles D</i>		Purchaser's Mailing Address <i>535 Maple Ridge Odenton Md</i>		Zip Code <i>21113</i>	
Purchaser's Name (Last name first)		Purchaser's Mailing Address		Zip Code	
Seller's Name <i>Hannagan's 44 Rowlands</i>		Seller's Address <i>1917 Lanesdale Dr Annapolis Md</i>		Zip Code <i>21401</i>	
DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:		PURCHASER'S SOC SEC NO (First Signer) OR TAXPAYER'S ID NO IF CORPORATION <i>273-52-4146</i>			
QTY	New Used	Manufacturer	Model	GOODS (Equipment)	Serial No
<i>1</i>	<i>N</i>	<i>JD</i>	<i>750</i>	<i>Instructor</i>	<i>03384</i>
<i>1</i>	<i>N</i>	<i>JD</i>	<i>47</i>	<i>Tractor</i>	<i>-</i>
<i>1</i>	<i>N</i>	<i>JD</i>	<i>47</i>	<i>Backhoe</i>	<i>-</i>

FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X THE ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

RECORD FEE 11.00
 POSTAGE .50
 4:34:33 0237 PM 109:05
 MAY 1 84

Transaction (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to **John Deere Company**
P.O. Box 4949
Syracuse NY 13221
 Mail to: **John Deere Company**
P.O. Box 4949
Syracuse, N.Y. 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Debtor resides in Anne Arundel (County) Note dated and signed 4/11/84 (Date) Debtor's Telephone No. 301-674-6522

Charles D. Ray
 (Debtor's Signature)

Kenneth R. Wagner
 (Seller's Name)

Charles D. Ray
 (Debtor's Signature)

Kenneth R. Wagner
 Seller's (Secured Party) Signature
 Kenneth R. Wagner, Pres.

(Do not write below this line)

11/50

Mailed to Secured Party

32-401-4454-5
Closed 3-12-79
A.P.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 224268 recorded in
Liber 401, Folio 20 on 4-16-79 (Date).

1. DEBTOR(S):

Name(s) Vista Photography, Inc.
1701 Midway Road
Address(es) Odenton, MD 21113

2. SECURED PARTY:

Name Maryland National Bank
225 N. Calvert St.
Address Baltimore, MD 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By *N. Sutherland*

N. Sutherland-Title Clerk
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

RECEIVED - 11 AM 5:13
MAY 1 1979
BL
CLERK

RECORDING FEE 10.00
POSTAGE .50
MAY 1 1979 109:10

10.00/50

Mailed to Secured Party

STATE OF MARYLAND

251885

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 3/29/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas, Melvin C., Sr. & Thomas, Dorothy A. T/A Thomas Services
Address 1355 Baltimore annapolis Blvd., Arnold, Maryland 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Highway, 450 & 178, Annapolis, Maryland 21401
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement 2/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement 3/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Thomas, Melvin C., Sr. & Thomas, Dorothy A.
T/A Thomas Services

(Signature of Debtor)
Melvin C. Thomas, Sr.
Type or Print Above Name on Above Line
Dorothy A. Thomas
(Signature of Debtor)
Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.
Rhonda L. Baldwin, Pres.
(Signature of Secured Party)
Rhonda L. Baldwin, President
Type or Print Above Signature on Above Line

RECORD FEE 40.00
POSTAGE 50
#15700 C345 RQ1 109:45
MAY 1 84

40.00
.50

1984 MAY -1 AM 10:12
E. AUBREY GOLLISON
CLERK

Mailed to Assignee

ASSIGNMENT

LIBER 473 PAGE 85

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 29, 1984,

between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee

and Melvin C. Thomas, Sr. & Dorothy A. Thomas T/A Thomas Services, 1355 Baltimore Annapolis Blvd., Arnold, MD 21401

(Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 54,669.60 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of March, 19 84

Baldwin Service Center, Inc. (SEAL)
(Seller/Lessor/Mortgagee)
By Rhoda L. Baldwin, Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

Melvin C. Thomas, Sr. & Dorothy A. Thomas

TO: Baldwin Service Center, Inc.

FROM: T/A Thomas Services

Defense Highway, 450 & 178, Annapolis, MD 21401

1355 Baltimore Annapolis Blvd. Arnold, MD 21401

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) International Harvester Model 1954 Dump Truck, S/N single axle, DT466 Diesel Engine, Synder Body and Hitch with options.

Table with 10 rows of financial items: (1) CASH SALE PRICE \$42,433.32, (2) DOWN PAYMENT in Cash \$4,233.32, (3) DOWN PAYMENT in Goods * (Trade-in Allowance) \$-0-, (4) UNPAID BALANCE [Items (1)-(2)-(3)] \$38,200.00, (5) INSURANCE and other Benefits \$-0-, (6) OFFICIAL or DOCUMENTARY FEES \$100.00, (7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] \$38,300.00, (8) FINANCE CHARGE (Time Price Differential) \$16,369.60, (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] \$54,669.60, (10) TIME SALES PRICE [Items (2)+(3)+(9)] \$58,902.92

* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

1355 Baltimore Annapolis Blvd., Arnold, Maryland 21401

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fifty four thousand six hundred sixty nine dollars and 60/100**

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of May, 1984, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 911.16 and the final installment being in the amount of \$ 911.16

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 29, 1984
Accepted: Baldwin Service Center, Inc. (SEAL)
By: Shonda L. Baldwin, Pres.
BUYER(S)-MAKER(S): Melvin C. Thomas, Sr. & Dorothy A. Thomas T/A Thomas Services (SEAL)
By: Melvin C. Thomas Sr. (SEAL)
By: Dorothy A. Thomas

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such a confession is not permitted by law) for the Balance and other moneys due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof, intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTEE AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property") and all rights and remedies thereon, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereon named ("Buyer") of any sum due at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller, Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ By: _____ }
 (Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

LIBER 473 PAGE 87

1200

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 482

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 243976 recorded in
Liber 453, Folio 276 on Aug. 27, 1982 at Anne Arundel Co. Location

1. DEBTOR(S):

Name(s) Jim's Bi-Rite, Inc.
Address(es) 8045 Fort Smallwood Road - Baltimore, Maryland 21226

2. SECURED PARTY:

Name Maryland National Bank - Attn: Loan Operations Ctr. 02 04 07
Address P.O. Box 17047 - Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Assigned to: U.S. Small Business Administration
630 Oxford Building
8600 LaSalle Road
Towson, Maryland 21204

RECORD FEE 10.00
POSTAGE .50
MAY 1 1984

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK

By Ruth F. Riley
Ruth F. Riley

Commercial Loan Operations Officer

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to Secured Party

RETURN TO:

MARYLAND NATIONAL BANK
ATTN: LOAN OPERATIONS (02-04-07)
P.O. BOX 17047
BALTIMORE, MARYLAND 21203

1000-50

211 2860 - 9001

RECEIVED - 1 AM 9:27
BL CLERK

MARYLAND FINANCING STATEMENT

LIBER 473 PAGE 89

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: 251986
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Richard A. Kerchner T/A B & K Reporters
(Name or Names)
30 W. Furnace Branch Road Glen Burnie, Maryland 21061
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Harbor Federal Savings & Loan
of LESSOR (Name or Names)
3200 Eastern Avenue, Baltimore, Maryland 21224
(Address)

4. This financing Statement covers the following types (or items) of property:
One - Hermes Model 16K, Typewriter w/Disc Drive & Court Reporter Ratchet, One - IBM
Model 6705 Typewriter, w/Court Reporter Ratchet
Serial Nos. 1-556-020 & 4040341

RECORD FEE 12.00
POSTAGE .50
#15676 C345 R01 109:07
MAY 1 84

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Richard A. Kerchner T/A B & K Reporters
By: Richard A. Kerchner PROP (Title)
Richard A. Kerchner
(Type or print name of person signing)
By: _____ (Title)

(Type or print name of person signing)

12.00
.50

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill Pres. (Title)
Gordon T. Hill
(Type or print name of person signing)
Return to: Harbor Federal Savings & Loan
3200 Eastern Avenue
Baltimore, MD 21224
Attn: Bob Williams

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 237587

RECORDED IN LIBER 436 FOLIO 525 ON 4/27/81 (DATE)

1. DEBTOR: Name James E. & Geraldine Swanson

Address 1324 Whitman Dr., Glen Burnie, Md. 21061

2. SECURED PARTY: Name Commercial Credit Corporation

Address 7436 Ritchie Hwy. Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input checked="" type="checkbox"/></p>	<p>C. TERMINATION.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>
<p>3pc L.R., 3 Tables, 6pc Dinette, 3 3pc B.R. Sets, 1 Wards Refrig, 1 Range, 1 Kenmore Washer & Dryer, 1 Eureka Sweeper, 1 Signature Freezer, 1 MGA Color TV, 1 Emerson Stereo.</p>		

RECORD FEE

10.00

POSTAGE

#15878 C345 ROL 109:12 MAY 1 84

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated 3/26/84

G.A.Kane
(Signature of Secured Party)

G.A.Kane
Type or Print Above Name on Above Line

10.00

1981 MAY -1 AM 10:10

Mailed to Secured Party

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 245819

RECORDED IN LIBER 458 FOLIO 104 ON 1/12/83 (DATE)

1. DEBTOR: Name James E. & Geraldine Swanson

Address 1324 Whitmand Dr., Glen Burnie, Md. 21061

2. SECURED PARTY: Name Commercial Credit Corporation

Address 7436 Ritchie Hwy., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input checked="" type="checkbox"/></p>	<p>C. TERMINATION.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>
<p>3pc L.R., 6pc Dinette, 3 3pc B.R.Sets, 1 Wards Refrig, 1 Range, 1 Kenmore Washer & Dryer, 1 Freezer, 1 Eureka Sweeper, 1 MGA Color TV, 1 Emerson Stereo</p>		

RECORD FEE 10.00
POSTAGE .50
#15879 C345 R01 T09:12
MAY 1 84

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated 3/26/84

G.A. Kane
(Signature of Secured Party)

G.A. Kane
Type or Print Above Name on Above Line

10.50

1984 MAY -1 AM 10:10
E. J. COLLISON
CLERK

Mailed to Secured Party

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 237749

RECORDED IN LIBER 437 FOLIO 240 ON 5/5/81 (DATE)

1. DEBTOR: Name John D. & Daisey Jeffrey

Address 100 Maple Ave., Glen Burnie, Md. 21061

2. SECURED PARTY: Name Commercial Credit Corp.

Address 7436 Ritchie Hwy., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input checked="" type="checkbox"/></p>	<p>C. TERMINATION.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>
<p>3 Epc B.R.Sets, 1 Epc L.R., 3 Tables, 7pc Brk. Set, 1 Sig. Refrig, 1 Sig. Range, 1 Kenmore Washer, 1 Whirlpool Dryer, 1 Wards TV., 1 Component Stereo</p>		

RECORD FEE 10.00
POSTAGE 50
#15880 C345 ROL 109-13
MAY 1 1984

3. Assignee of Secured Party(ies) from which security information obtainable:
Name _____
Address _____

Dated 03/30/84 _____
(Signature of Secured Party)

G.A.Kane
Type or Print Above Name on Above Line



1000/50

1984 MAY -1 AM 10:10

E. ADRIAN COLLISON
CLEAR

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Kim Fazio's Market
Name Fazio, Thomas E. & Yong Cha
Address 518 Stewart Ave., Glen Burnie, Md. 21061

2. SECURED PARTY
Name National Refrigeration Co., Inc.
Address 2903 Grindon Ave.
Baltimore, Md. 21214



Person And Address To Whom Statement Is To Be Returned If Different From Above.
Return To: FCA, P.O. Box 508, Balto., Md. 21203

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

(1) Pinnacle Deli Case - Model SC736 - S/N 51517

RECORD FEE 13.00
POSTAGE .50
#15683 C345 R01 T09:16
MAY 1 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Kim Fazio's Market
(Corporate or Trade Name)

Thomas E. Fazio
(Signature of Debtor)

Thomas E. Fazio

Yong Cha Fazio
(Signature of Debtor)

Yong Cha Fazio
Type or Print Signature

National Refrigeration Co., Inc.

William F. Almquist
(Signature of Secured Party)

William F. Almquist, Pres.
Type or Print Above Signature on Above Line

SEARCHED TO: FCA

13.50

1984 MAY -1 AM 10:10
E. ADAM COLLISON
CLERK

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 236680

RECORDED IN LIBER 434 FOLIO 269 ON 02/18/81 (DATE)

1. DEBTOR

Name Kirchner, Kenneth
Address 5169 - Chalk Point Rd. West River, MD 20881

2. SECURED PARTY

Name International Harvester Credit Corporation
Address P. O. Box 3140, Cherry Hill, New Jersey 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: TERMINATION. Includes checkboxes and descriptive text for each option.

RECORD FEE 10.00
POSTAGE 50
#15898 C345 R01 109:43
MAY 1 84

Dated APR 12 1984

Mary Ellen Danser
INTERNATIONAL HARVESTER CREDIT CORP.
(Signature of Secured Party)

Mary Ellen Danser
Type or Print Above Name on Above Line

UCC-3 MARYLAND (SHAW-WALKER CO.)

10.00/50

Mailed to Secured Party

251888

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures Only)

NAME		ADDRESS		
1. Debtors(s) (or assignor(s))	No.	Street	City	State
Rodger E. Pitts and Pamela J. Pitts		#29 Waysons Mobile Court Lothian, AA, Maryland		20711

2. Secured Party (or assignee)
BANK OF MARYLAND 3731 Branch Avenue, Hillcrest Heights, Md. 20031

3. This Financing Statement covers the following types (or items) of property:

Make or Manufacturer	Description Body Type	Serial No.	Model No.	Year
Champion	Hse.Tr.	F2311124175	14x56	1981

DEPARTMENT OF REVENUE
 TAX COLLECTION
 APR 10 12

RECORD FEE 12.00
 POSTAGE .50
 #15701 0345 R01 T09:46
 MAY 1 84

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Rodger E. Pitts

Pamela J. Pitts

Secured Party:

BANK OF MARYLAND

By: Albert L. Bongiorno

Type Name Albert L. Bongiorno

Title Asst. Treasurer

Type or Print Name and Title of Each Signature

Mailed to Secured Party

12.00
1.50

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 20,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Dept. of Assessment & Tax.

RECORD FEE 11.00
 POSTAGE .50
 #15706 C345 R01 109:55
 MAY 1 1984

5. Debtor(s) Name(s) Address(es)
 Dr. Howard I. Woolf 1140 Baldwin Mill Road
 Jarrettsville, Maryland 21084
 2714 Mountain Road
 Pasadena, Maryland 21122
 2037 East Monument Street
 Baltimore Maryland 21205

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Shirley Phipps 100 South Charles Street
Loan Documentation Baltimore Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors
Dr. Howard I. Woolf (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7-82)

Mailed to Secured Party

11/02/11 11.50

1984 MAY -1 AM 10:12
 E. AUBREY COLLISON
 CLERK

SCHEDULE A

LIBER 473 PAGE 97

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Corporation, and Dr. Howard I. Woolf.

Collateral (Section F Continued)

American Optical Thermojet Serial #18375

American Optical Mark IV Indirect Ophthalmoscope
Serial #133615

Zeiss Lensometer Serial #315458

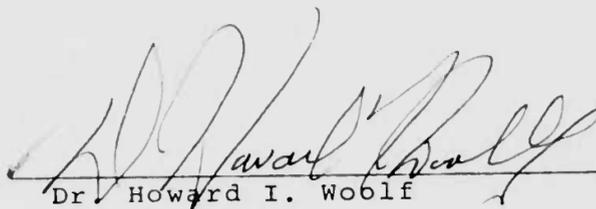
American Optical Chair and Stand Serial #2703

Projecto Chart Serial #12111

Ophthalmometer Serial #HI744

Ultramatic Phropter Serial #BA35132

Lensometer Serial #AP25451145


Dr. Howard I. Woolf

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

251891

1. Lessee William A. Tongue, Inc.
 Name or Names

547 Paw Paw Court, Annapolis, Md. 21401
 Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company

Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

Motorola
 1 - NEC Cellular Telephone S/N 28905 1203

RECORD FEE 11.00
 POSTAGE 50
 #15707 C345 ROL 109:56
 MAY 1 84

Lessee: William A. Tongue, Inc.

[Signature]
 (Signature of Lessee)

WILLIAM A. TONGUE, OWNER
 (Type or Print) (Include Title)

Lessor: THE EQUIPMENT LEASING COMPANY

[Signature]
 (Signature of Lessor)

G. ARNOLD KAUFMAN, VICE PRESIDENT
 Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.



11/02/84

RECEIVED
 1984 MAY -1 AM 10:12
 E. ARNOLD KAUFMAN
 CLERK

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER 473 PAGE 99

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 9, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

251892

Name Dave's Amoco

Address 1013 S. Crain Highway, Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
#15708 C345 R01 T09:57
MAY 1 84

2. SECURED PARTY

Name General Equipment Leasing Co.

Address 4849 Golf Road, Skokie, IL, 60077

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 10, 1986

4. This financing statement covers the following types (or items) of property: (list)

(1) Analog Wheel Balancer S/N E11MA014

ASSIGNEE OF SECURED PARTY:
The Northern Trust Company
125 S. Wacker Drive
Chicago, IL. 60675

"Debtor has no right to dispose of collateral"

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles David Sime
(Signature of Debtor)

Dave's Amoco
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11/00/85

RETURN TO:

ILLINOIS CODE COMPANY

P.C. Box 2969

MAILED TO: Springfield, IL 62708

W.V. Tapp
(Signature of Secured Party)

General Equipment Leasing Co.
Type or Print Above Signature on Above Line

DATE: March 30, 1984
Tax:
Principal Amount is
\$ 87,428.00

Not to be recorded
in Land Records

LIBER 473 PAGE 100

251890

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor: Address:
ST. JAMES CONSTRUCTION P. O. Box 611
CO., INC. Severna Park, MD 21146

2. Secured Parties: Address of all Secured Parties:
THE FIRST NATIONAL BANK P. O. Box 1596
OF MARYLAND Baltimore, MD 21203

JOHN W. McCLEAN
Trustee

ANNA M. MARCELLINO
Trustee

RECORD FEE 11.00
POSTAGE .50
APR 24 84

3. This Financing Statement covers:

(a) All equipment, machinery, apparatus, fittings, building materials, and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts, and compressors and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to THE FIRST NATIONAL BANK OF MARYLAND.

1100
50

APR 24 AM 9:36
E. ADRIAN COLLISCH
E. ADRIAN COLLISCH

5. Proceeds of collateral are covered hereunder.

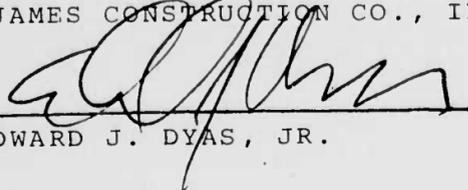
6. The land is

and is more particularly described in the Deed of Trust referred to above.

DEBTOR:

ST. JAMES CONSTRUCTION CO., INC.

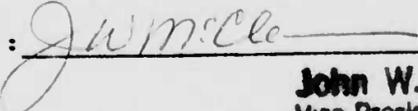
BY:

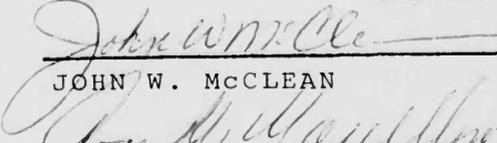

EDWARD J. DYAS, JR.

SECURED PARTIES:

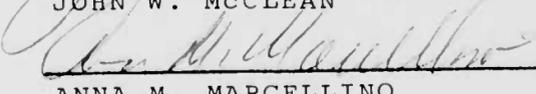
THE FIRST NATIONAL BANK OF MARYLAND

BY:


John W. McClean
Vice President


JOHN W. McCLEAN

TRUSTEE


ANNA M. MARCELLINO

TRUSTEE

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

THE FIRST NATIONAL BANK OF MARYLAND
P. O. Box 1596
Baltimore, Maryland 21203

ATTN: Anna M. Marcellino
R.E.M. Dept.

Mailed to: _____ 

- 5. Proceeds of collateral are covered hereunder.
- 6. The land is Lot 30, BELLEVIEW ESTATES, SECTION Two, Plat One and is more particularly described in the Deed of Trust referred to above.

DEBTOR:

ST. JAMES CONSTRUCTION CO., INC.

SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND

BY:

[Handwritten signature]

BY:

[Handwritten signature]
John W. McClean
Vice President

[Handwritten signature]
JOHN W. McCLEAN

TRUSTEE

ANNA M. MARCELLINO

TRUSTEE

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

THE FIRST NATIONAL BANK OF MARYLAND
P. O. Box 1596
Baltimore, Maryland 21203

ATTN: Anna M. Marcellino
R.E.M. Dept.

Mailed to: _____

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Tim Schwoerer, Gordon
Greenstreet, & Jack Greenstreet
c/b/a Jet Oil Co.
239 Mountain Rd.
Pasadena, MD 21122

2. Secured Party(ies) and address(es)
Cap-Co Leasing Company
1430 N. Meacham Rd.
Schaumburg, IL 60195

4. This financing statement covers the following types (or items) of property:

1-210-70501D Hot Tank
1-210-70200D Rinse Booth

5. Assignee
Address

RECORD FEE 14.00
MAY 1 1984
Capitol Leasing Company
1430 N. Meacham Rd.
Schaumburg, IL 60195

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Tim Schwoerer, Gordon Greenstreet,
& Jack Greenstreet c/b/a Jet Oil Co.

Cap-Co Leasing Company

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

1400
50

RECORDED & INDEXED
CLERK CHATTAUGUA COUNTY

1984 MAY -1 AM 11:16

E. ADRIAN COLLISON
CLERK



251895

STATE DOCUMENTARY STAMPS ARE NOT APPLICABLE

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated April 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jack C. Moore
Address 617 Lakeland Road, South, Severna Park, MD 21146

2. SECURED PARTY

RETURN TO: Name First New England Financial Corporation
Address 326 First Street, PO Box 3376
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

WELA-
BOAT: 1979 Wellcraft 30 ft Scraba Hull No: 2696M79I-300 with 1979
Mercruiser T-330 gas engines Nos: 4546779 5456229.

MOORING: 617 Lakeland Road South, Severna Park, Maryland

FILE: Clerk of Circuit Court for Anne Arundel County
Courthouse Church Circle
Annapolis, MD 21401

Fee: \$11.50 CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#15714 C345 R01 110:12
MAY 1 84

ASSIGNEE:

Chase Manhattan Bank
1400 Union Turnpike
New Hyde Park, NY 11040

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: Jack C. Moore

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First New England Financial Corp.

By: Signature of Secured Party

Grant S. Newlove, Vice-President
Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00
.50

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 MAY -1 AM 11:16

E. AUBREY COLLISON
CLERK



251896

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Woods, Neil R., D.D.S.
172 Ritchie Highway
Severna Park, Maryland
21146

2. Secured Party(ies) and address(es)
Gramercy Leasing
Services, Inc.
50 E. Palisade Avenue
Englewood, NJ 07631

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
(One) Belmont X-Ray Machine - S/N 071ADEC8B; and
(One) Compressor - S/N L61115V

5. Assignee(s) of Secured Party and Address(es)
Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY
11577

RECORD FEE 11.00
#15716 L345 R01 110:15
MAY 1 84

n

Doc stamp not required

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Woods, Neil R., D.D.S.
By: [Signature]
Signature(s) of Debtor(s)

Gramercy Leasing Services, Inc.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1100

Mailed to Assigned

1984 MAY -1 AM 11:17

E. AUBREY COLLISON
CLERK



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER 473 PAGE 107
Identifying File No. AA Co, Md \$11.00 CM 03

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James B. Fleck d/b/a Fleck Machine Company
7177 Ridge Road
Address Hanover, Maryland 21076

2. SECURED PARTY

Name First Maryland Leasecorp
Post Office Box 1596
Address 25 South Charles Street
Baltimore, Maryland 21203
Attn: Elaine J. Klinger

RECORD FEE 12.00
POSTAGE .50
#15721 C345 R01 T10:27
MAY 1 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Matsuura Machining Center, Model MC 500 V, s/n S3063335, with Yasnac MX-1 CNC Control, s/n S36070-1-22; including, without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.

THIS IS NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James B. Fleck d/b/a Fleck Machine Company

James B. Fleck
(Signature of Debtor)

JAMES B. FLECK, OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

First Maryland Leasecorp

Donald H. Hooker, Jr.
(Signature of Secured Party)

Donald H. Hooker, Jr., President
Type or Print Above Signature on Above Line

BL
CLERK

1984 MAY - 1 AM 11:17

E. AUGUST COLLISON
CLERK

17.00
17.50

251807

331507

251898

COPY FOR FILING

FINANCING STATEMENT

P.J. Co.

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures Only).

APR 12 2 44 PM '84

CLERK OF THE CIRCUIT COURT FOR BALTIMORE COUNTY

NAME ADDRESS

1 Debtors(s) (or assignor(s)) No. Street City State

Donald A. and Linda C. Hooker
3723 8th Avenue, Edgewater, Maryland 21037

Secured Party (or assignee)
SUBURBAN BANK 6610 Rockledge Drive, Bethesda, Maryland 20817

3 This Financing Statement covers the following types (or items) of property:
System 36 Model A12 #5360 #1020107; Display Stations Model 001 #5291 #91-A5694 and #91-A5708; Printer Model 002 #5224; System Software SS1 #5727; Utilities UT1 #5727; RPG II Compiler RGI #5727; PC Portable 756K IBM A520D,S/N0005427; 1200B Modem Hays #H856U S/N84012579; C.Itah F-10/40 Lead-E0010 S/N044309; DOS 2.10 IBM K4413; Data Defender RNGK-H 001u; Printer Cable Lund R0117; DS DD Disk Drive CDE F357u S/N404664 & S/N403755; MDRESA/E #02-251171 ; Surge Suppressor Trip-R0006

RECORD FEE 12.00
POSTAGE .50
#15722 C345 R01 T10:29
MAY 1 84

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SUBURBAN BANK

By: *[Signature]*

Type Name Thomas V. Clagett

Title Vice President

Debtor(s) or Assignor(s)

[Signature]
Donald A. Hooker

[Signature]
Linda C. Hooker

Type or Print Name and Title of Each Signature

12.00 / .50

Mailed to Secured Party.

EL. CLERK

MAY 1 1984

APR 12 1984 A 13530 *****14.50

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

LIBER 473 PAGE 109

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 246970 recorded in Liber 461, Folio 40 on April 19, 1983 (date).

1. DEBTOR(S):

Name(s): Am-Pro Sporting Goods, Inc.
Address(es): 7519 Ritchie Highway
Glen Burnie, Maryland 21061

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 S. Charles Street
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

10.00
APR 30 1984

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [x] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The original Financing Statement is amended to include:

Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

9. DEBTOR:

Am-Pro Sporting Goods, Inc.
By: Paul Wineke, President

SECURED PARTY:

EQUITABLE BANK, National Association
By: Barbara A. Wykowski, Asst. Banking Officer

Mailed to Secured Party

10.00

LIBER 473 PAGE 110

Liber 429
Page 360

Identification Number .234455.....
Being the File Number or Identification Number of
the original Statement of Financing filed with the

Clerk of Circuit Court of.....

Anne Arundel County.....

on September 18, 1980.....

STATEMENT OF TERMINATION
OF A FINANCING STATEMENT

This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the
Uniform Commercial Code:

DEBTOR: Roger Parsons

RECORD FEE 10.00
POSTAGE .50
#15750 C345 RQ1 T11:19
MAY 1 84

SECURED PARTY: The Equitable Trust Company, 20 E. North Ave., Baltimore, Maryland 21202
100 South Charles St.
Baltimore, MD 21201

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the
Secured Party, and no commitment by the Secured Party to make advances, incur obligations or otherwise
give value to the Debtor, with respect to the collateral covered by the original Financing Statement bearing
the file number shown above.

THE EQUITABLE TRUST COMPANY

BY [Signature].....

C. L. Carr 2nd Vice President

Dated: March 9,....., 1984

Form 985

Mailed to Secured Party

1002
57

RECEIVED FOR RECORD
CIRCUIT COURT OF ANNE ARUNDEL COUNTY

1984 MAY -1 PM 12:05

E. AUDREY COLLISON
CLERK

BL
CLERK

Anne Arundel - ① 17 - 4-7 -
 216-70-4728

LIBER 473 PAGE 111

251899

Purchaser's Name (Last name first) <i>Reid Hunter</i>		Purchaser's Mailing Address <i>829 Pasadena Ave Pasadena MD</i>		Zip Code <i>21146</i>	
Purchaser's Name (last name first)		Purchaser's Mailing Address		Zip Code	
Seller's Name <i>Annapolis 4-A Parks</i>		Seller's Address <i>1912 L. ... Dr Annapolis MD</i>		Zip Code	
DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:		PURCHASER'S SOC. SEC. NO. (First Signer) OR TAXPAYER'S ID. NO. IF CORPORATION <i>216-70-4728</i>			
QTY	New Used	Manufacturer	Model	GOODS (Equipment)	Serial No
1		JD	#7	#7 Backhoe	
1				16" Bucket	
1				9" Bucket	

**FINANCING STATEMENT
 FOR FILING**

RECORD FEE 11.00
 POSTAGE .50
 #15759 0345 R01 11:37
 MAY 1 84

This statement is not to be recorded among the Land Records.

CHECK X THE ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

BL
 CLERK

Transaction ~~(is)~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**

P.O. Box 4949
 Syracuse, NY

Mail to: **John Deere Company**
 P.O. Box 686
 Syracuse, N.Y. 13201

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Debtor resides in Anne Arundel (County) MD (State) Note dated and signed 4/9/84 (Date) Debtor's Telephone No. 301-647-3653

Hunter Reid
 (Debtor's Signature)

Annapolis 4A Parks
 (Seller's Name)

Hunter Reid
 (Debtor's Signature)

Kenneth P Wagner
 (Seller's (Secured Party) Signature)

(Do not write below this line)

Kenneth P Wagner, Pres.

Mailed to Secured Party

11/10
 150

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER 473 PAGE 112
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

251300

This financing statement Dated April 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PASSPORT YACHTS EAST, INC.
Address 326 First Street, Suite 14, Annapolis, Maryland 21403

2. SECURED PARTY

Name HORIZON CREDITCORP
Address 7 East Frederick Place, Cedar Knolls, New Jersey 07927

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods, new or used, consisting of boats, yachts and other seacraft, at any location now owned or hereafter acquired by debtor, and any and all goods which may be attached to any of the aforementioned and any and all proceeds of collateral including but not limited to chattel paper.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: RECORD FEE 11.00
POSTAGE 50
MAY 1 1984 R01 11:40
MAY 1 84

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Vincent C. Paris, Jr.
(Signature of Debtor)
Vincent C. Paris, Jr., President
PASSPORT YACHTS EAST, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Lawrence T. Reagan
(Signature of Secured Party)
Lawrence T. Reagan, Assistant Secretary
HORIZON CREDITCORP
Type or Print Above Signature on Above Line

1984 MAY - 1 PM 12:06
E. ANDRE COLLISON
CLERK

BL
CLERK

11/20/84

LIBER 473 PAGE 113

251901

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anne Arundel County Farmer's Cooperative Association, Inc.

Address 155 8th Avenue North, Glen Burnie, MD 21061

2. SECURED PARTY

Name FinanceAmerica Private Brands Inc.

Address One Imperial Way, Suite C-106, P.O. Box 99, Foppersville, PA 18051

RECORD FEE 11.00
#15762, C345 RO1 11:43
MAY 1 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of but not limited to lawn mowers, tractors, tillers, chainsaws, power blowers, grass trimmers, shredders, sprayers, log splitters and the like, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Lawn Equipment Parts Company.

(inventory)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)



Mailed to Secured Party

x Melvin L. Upton
(Signature of Debtor)

Melvin L. Upton
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James F. Stortz
(Signature of Secured Party)

James F. Stortz/Account Manager
Type or Print Above Name on Above Line

1102

1984 MAY - 1 PM 12:06
E. AUGUSTY COLLISON
CLERK

maryland national bank

251902

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3 Not subject to Recordation Tax.
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

E. COLLISON
CLERK
1904 MAY - 1 PM 1:41

5. Debtor(s) Name(s) American Security Storage of Annapolis, Inc. Address(es) 11 Hudson Street Annapolis, MD 21401

6. Secured Party Maryland National Bank Address 1713 West Street Annapolis, MD. 21401
Attention: Maureen Konschnik

RECORDING FEE 17.00
POSTAGE .50
#56026 0237 902 713:37

BL
CLERK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

American Security Storage of Annapolis, Inc.

James A. Day, President (Seal)

Secured Party
Maryland National Bank

Maureen Konschnik (Seal)

Maureen Konschnik, Commercial Loan Officer

Type name and title

Mailed to Secured Party

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

T

1750

SCHEDULE A

LIBER 473 PAGE 115

THIS SCHEDULE A is attached to and made a part of a
Financing Statement to Maryland National Bank from American Security Storage,
Inc. dated March 28, 1984.

Bluebird/1 Turbo Computer 402012 - Model # T1-5010
See attached invoice.

Bluebird Systems
 6352 Corte Del Abeto
 Suite A
 Carlsbad, California 92008
 (619) 438-2220

RECEIVED MAR 16 1984

LIBER 473 PAGE 116

BLUEBIRD

INVOICE

SOLD TO: AMERICAN SECURITY STORAGE
11 Hudson St
Annapolis, MD 21401

DATE: March 13, 1984

INVOICE #: 300910 B BRACKNER

SHIPPED TO: Same

CUSTOMER PO#: End User Agrmnt

SALES ORDER #: 300725

DATE SHIPPED: 3/13/84

VIA: UPS Blue

TERMS: Net 10 Payable in U.S. Dollars

Line Item	Model #	Description	Qty Ord	Qty Ship	Qty BO	Unit Price	Order Quantity Discount	Extended Total
1	TL-5040	Bluebird/I Turbo 402012	1	1	-0-			INCLUDED
2	01-TC	1/2" Tape Cartridge Drive	1	1	-0-			
3	MP-200E	200 CPS, 136 Column Printer	1	1	-0-			
4	MP-S136	Printer Stand	1	1	-0-			
5	C-10	Terminal	4	4	-0-			
6	CC-100	Cable 100'	3	3	-0-			
7	CP-50	Cable 50'	1	1	-0-			
8	BB-1	Business BASIC 1/Starter Diskette	1	1	-0-			
9	101-WP	Word Manager/User Guide	1	1	-0-			
10	410-VS	Van Storage/User Guide	1	1	-0-			
11	MO-DU	Dial Up Modem	2	2	-0-			
12	LP-40	Printer	1	0	-1-			
13	CL-50	Cable 50'	1	1	-0-			
14	CC-10	10' Cable	1	1	-0-			
15	CM-10	10' Modem Cable	1	1	-0-			
16	F-5	5 1/2" Formatter	0	1	-0-			
.7		TOTAL INVOICE						\$39,950.00



6352 Corte Del Abeto
Suite A
Carlsbad, California 92008

SCHEDULE A

BLUEBIRD SYSTEMS shall provide to COMPANY, subject to the terms and conditions set forth in the Basic Agreement, the following described licensed software and hardware products:

BLUEBIRD/1 SYSTEM

- Bluebird/1 Turbo computer with 256KB and SuperDOS Operating System
- 40MB hard disk drive with a 1.6MB 5 1/4" floppy disk drive
- 1/2" Magentic Tape Drive, 10 Ports
- One (1) 200 cps printer with stand and 50' cable
- Three (3) CRTs with 10 function keys and 100' cables
- 1200 baud support modem
- Business BASIC License
- Vans Software License including General Ledger, Accounts Payable and Payroll
- Five (5) day training course for Vans Software

Basic Bluebird/1 Turbo System Price.....\$39,950.00

Options:

ONE CRT AND ONE 40 CPS LQ PRINTER \$ N/C
 ONE 1200 BAUD MODEM \$ N/C
 WORDWARE - SOFTWARE LICENSE \$ N/C

TOTAL SYSTEM PRICE.....\$ 39,950.00

PAYMENT SCHEDULE

10% deposit with order.....\$ 3,995.00
 Balance due upon delivery of computer system.....\$ 35,955.00

EXECUTED as of the date first herein set forth:

BLUEBIRD SYSTEMS:
 By: [Signature]
 Its: [Signature]

COMPANY:
 By: [Signature]
 Its: [Signature]

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE .50
#15780 C345 R01 113:25

3. Maturity date of obligation (if any) _____

MAY 1 84

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated April 13, 1984 between Assignor as Lessor and Tri-County Utilities, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated April 18, 1984 between Assignor and Assignee:

Two (2) Timberjack Skidders Model 230-D S/N's - 230GSG783579, 230GSG783581
One (1) 1984 International single axle dump truck, S/N 1HTLBD4MXEHA26194

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarco III, Exec. V.P.
(Signature of Debtor)

Frank J. Sarco III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey, Vice President
(Signature of Secured Party)

William J. Ottey, Vice President
Type or Print Above Signature on Above Line



1984 MAY -1 PM 3:08

Mailed to Secured Party

1100/50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)
C & T Enterprises
627 N. Hammond Ferry Rd.
Linthicum, Md. 21090

2 Secured Party(ies) and Address(es)
Washington Freightliner, Inc.
4100 41st Street
Brentwood, Md. 20722

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

1981 Hiab Model 177 Crain Serial # 2648

RECORD FEE 12.00
POSTAGE .50
#1783 C345 R01 T13-29
MAY 1 84

5 Assignee(s) of Secured Party and Address(es)
Associates Commercial Corp.
P.O. Box A
College Park, Md. 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: COUNTY

C+T ENTERPRISES

Washington Freightliner Inc.

By: Elwood T. [Signature]
Partners
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

Mailed to Assignee

12.00
/ .50



1984 MAY -1 PM 3:09

E. ARNOLD COLLISON
CLERK

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: /330139/

3. The Debtor is a transmitting utility.

4. For Filing Officer: Date, Time, No. - Filing Office

1. Debtor(s) (Last Name First and Address(es)):
 DIANE F. WARNER
 STEWART K. SMITH JR.
 Merlin MHP Lot 47
 490 Patuxent Rd.
 Odenton, MD 21113

2. Secured Party(ies) Name(s) and Address(es):
 MARYLAND MOBILE HOME SALES, INC
 6312 RITCHIE HIGHWAY
 GLEN BURNIE, MD 21061

6. Assignee(s) of Secured Party and Address(es):
 GREEN TREE ACCEPTANCE INC.
 P O BOX R
 UNIONTOWN, PA 15401

5. This Financing Statement covers the following types (or items) of property:
 1984 COMMODORE Ser#9797A 14 X 76
 & ALL APPLIANCES, HOUSEHOLD FURNISHINGS, EQPMT,
 WHEELS, AXELS, ACCESSORIES, AND PARTS INCLUDED
 ON INVOICE, AND ALL CONTRACT RIGHTS PERTAINING
 TO ORIGINAL INSTALLMENT SALES CONTRACT.

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like
 (including oil and gas) is on:
 (Describe Real Estate in Item 8.)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction:
 DIANE F. WARNER was brought into this State, or DIANE F. WARNER was brought into this State, or DIANE F. WARNER was brought into this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

RECORD FEE 12.00
 POSTAGE .50
 #15792 (345-001 113:56)

NOT SUBJECT TO RECORDATION TAX

No. & Street Town or City County Section Block Lot

By Diane F. Warner Signature(s) of Debtor(s)
 By Stewart K. Smith Jr Signature(s) of Debtor(s)
 By Connie K. Kurtz, Supervisor Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

3/83 (1) FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM UCC-1 - Approved by the Secretary of the Commonwealth of Pa.

12.00
.50

Mailed to [unclear]

1984 MAY -1 PM 3:09
E. JUDY COLLISON
CLERK



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: 73301379

3. The Debtor is a transmitting utility

4. For Filing Officer: Date, Time, No. - Filing Office

1. Debtor(s) (Last Name First and Address(es))
 BARBARA STAMPER
 MICHAEL L. STAMPER SR.
 132 CHESAPEAKE MOBILE ESTATES
 HANOVER BXXX MD 21076

2. Secured Party(ies) Name(s) and Address(es)
 CHESAPEAKE MOBILE HOMES, INC.
 P.O. BOX 288
 MILLERSVILLE, MD 21108

6. Assignee(s) of Property and Address(es)
 GREEN TREE ACCEPTANCE INC.
 P O BOX R
 UNIONTOWN, PA 15401

5. This Financing Statement covers the following types (or items) of property:
 1984 LIBERTY /"S"E 14 X 70
 & ALL APPLIANCES, HOUSEHOLD FURNISHINGS, EQPMT, WHEELS, AXELS, ACCESSORIES, AND PARTS INCLUDED ON INVOICE, AND ALL CONTRACT RIGHTS PERTAINING TO ORIGINAL INSTALLMENT SALES CONTRACT.
 SERIAL # 08-L-54171

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
 *(Describe Real Estate in Item 8.)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

RECORD FEE 12.00
 POSTAGE 1.50
 MAY 1 84

NOT SUBJECT TO RECORDATION TAX

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction.
 when the Debtor was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

By Barbara J. Stamper Signature(s) of Debtor(s)
 MICHAEL L. STAMPER SR. 214722241
 By Conner Kuty Signature(s) of Secured Party(ies)
 GREEN TREE ACCEPTANCE INC. Supervisor
 (Required only if Item 10 is checked.)

3/83 (1) FILING OFFICER COPY-NUMERICAL
 STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

12.00

Mailed to Assignee

1984 MAY -1 PM 3:10

E. COLLISON
CLERK

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 6,000.00
- To Be Recorded

251907

NAME	ADDRESS
1. Debtors(s) (or assignor(s))	No. Street City State
Charles V. Dunham	Suite 32, 8073 Green Orchard Rd., Glen Burnie, Maryland
Karen Dunham	Suite 32, 8073 Green Orchard Rd., Glen Burnie, Maryland

2. Secured Party (or assignee)
 CENTRAL SAVINGS BANK, 201 N. Charles Street, P.O. Box 1316, Baltimore, Maryland

3. This Financing Statement covers the following types (or items) of property:

- IBM personal computer w/2 Drive and 64K RAM serial # 5181989
- Monochrome Display serial # 0193204
- Mono/Printer Card serial # 044676
- STSC APL
- Printer Cable
- FX100 160 cps wide Epson
- Hayes External 1200 bavelmode
- Wordperfect word processing
- Redit program editor
- IRMA Bel local

RECORD FEE 12.00
 RECORD TAX 42.00
 POSTAGE .50
 #15799 C345 R01 114:19
 MAY 1 84

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 - (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: _____ Debtor(s) or Assignor(s)
 CENTRAL SAVINGS BANK _____ Charles Dunham
 By: Jane K. Blusiewicz _____ Karen Dunham
 Type Name Jane K. Blusiewicz
 Title Loan Clerk

Type or Print Name and Title of Each Signature

CSB1-101CL (9/81)

Mailed to Secured Party

1200
42.00
50

1984 MAY -1 PM 3:10

E. AUBREY COLLISON
CLERK

LIBER 473 PAGE 123

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

1 Debtor(s) (Last Name First) and Address(es) Jasons Inc. Severna Park Mall SEverna Park, MD. 21146	2 Secured Party(ies) and Address(es) Tokai Pianos USA, Inc. P.O. Box 75 Lakeview, Ohio 43331	3 For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

This statement refers to original Financing Statement No. #1 Dated Nov 9, 1983, 19

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input type="checkbox"/>
---	---	--	------------------------------------

Tokai Pianos that are financed by General Electric Credit Corp.

RECORD FEE 10.00
POSTAGE 50
#15801 C345 R01 T14:24
MAY 1 84

Dated: 2-23 1984 By: Jerry White (na) President
Tokai Pianos USA, Inc.
(Signature of Secured Party)

Filing Office Copy—Alphabetical

STANDARD FORM -
UNIFORM COMMERCIAL CODE - UCC-3

This form of financing statement is
approved by the Secretary of State

anderson publishing co. cincinnati, ohio 45201
(REPRINTED 7/81)

10.00
1984 MAY -1 PM 3:10
E. ALLEN COLLISON

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book
~~XXX~~ No. 231 Page No. 352
~~XXX~~ Identification No. 141333 Dated Nov. 1, 1971

1. Debtor(s) { Jonathan R. & Helen Campbell
Name or Names—Print or Type
1506-E Berkley Court Harwood, Md 20776
Address—Street No., City - County State Zip Code

2. Secured Party { First National Bank of So. Maryland
Name or Names—Print or Type
P O Box 1344 Baltimore Md 21032
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) 12/14/83

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
#15906 C345 R01 T14:32
MAY 1 84

Dated: 12/14/83 First National Bank of So. Md
Name of Secured Party
Signature of Secured Party
Supervisor #2760
Type or Print (Include Title if Company)

FNB 1216 NS

Mailed to Secured Party

10.00
201
.50

1984 MAY -1 PM 3:10

E. ANNIE Y. COLLISON
CLERK



251908

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$48,000.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Garman Brothers, Inc.

1270 River Road
Crownsville, Maryland 21032

RECORD FEE 12.00
RECORD TAX 336.00
POSTAGE

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 83 Forest Plaza Shopping Center
Annapolis, Maryland 21401 #15807 C345 R01 T14:33 MAY 1 94

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

See Addendum A

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

GARMAN BROTHERS, INC.

THE FIRST NATIONAL BANK OF MARYLAND

Louis W. Garman
Louis W. Garman, Secty/Treas.

BY *Margaret R. Anderson*
Margaret R. Anderson
Loan Officer

Charles E. Garman
Charles E. Garman, President

FNB 0850

Type or print names under signatures

Mailed to Secured Party

1200
336.50

1994 MAY -1 1994 3:11-1 PM 3:11

E. ANDREY COLLISON, COLLISON
CLERK



ADDENDUM A

20' carriage, 4 head block tong dogs with reversable wear plates, variable tapers, warning lights on tapers, large lumber dial, 5½ hp. with 8 easily adjustable cam settings. 4x4 air post 4x2 air supply on carriage.

60' V track and flat welded on 20' sections of ways.

Husk all steel fabricated with framework for sawyors platform or booth. Brackets for hydrolic feed, Mellot belt trailer, turner and deck. 2 15/16 mandrel and bearings. Remote control saw guide.

Standard panograph with bearings, hoses, and brackets.

#29 Split hyd. feed system 13" all steel drum (5/8 groove) 5/8 - 6/32 cable, 2 sheave wheels, brackets, carriage cable, tightener rachets.

All steel booth, laminated safety glass, tapered windows, insulated, wired 110-220 volts, pre-drilled brackets. Ready for deck, turner, feed valve, Outside service and hydrolic hook ups.

Inv. #42913 - slab saw

Inv. #43057 - heater for booth

Inv. #43452 - cant flippers

Inv. #43512 - deck & Turner valves

Inv. #43082 - air conditioner for booth

Handwritten signature
C.E.D.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. LIBER 473 PAGE 131

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Video Etc., Inc.

Address 8080 A Jumpers Mall, Pasadena, Maryland 21122

2. SECURED PARTY

Name Schwartz Brothers, Inc.

Address 4901 Forbes Blvd., Lanham, Md. 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above
RECORD FEE 11.00
MAY 1 1984

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All items of inventory of any kind including, but not limited to, phonograph records, pre-recorded tapes and cassettes, pre-recorded video tapes and video discs, blank recording tapes and cassettes, blank video tapes, pre-recorded compact discs, assorted audio accessories (including but not limited to stereo wires, plugs, batteries and record cleaners), assorted video accessories, electronic and home video equipment and games, video game accessories, computers, computer software, computer accessories, peripherals, computer media, computer furniture and computer training materials manufactured by companies for which Secured Party may from time to time act as distributor and which are of the types sold by Secured Party to Debtor.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Kevin P. Rafferty
(Signature of Debtor)

Kevin P. Rafferty, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Melvin C. Davis
(Signature of Secured Party)

Melvin C. Davis, VP Finance/ Admin.
Type or Print Above Signature on Above Line

Mailed to Secured Party

1984 MAY - 1 PM 3:11
E. ANNE T. COLLISON

11020

251012

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 1-21-7 Ed. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. J.D. 247683 recorded in
Liber 462 Folio 481 on JUNE 10, 1983 (Date).

1. DEBTOR(S):

Name(s) J. DAVID HUTCHINSON

Address(es) 138 RIVERVIEW AVE. ANNAPOLIS, MD. 21401

2. SECURED PARTY:

Name FIRST PENNSYLVANNIA BANK N.A.

Address 3020 MARKET ST. PHILA., PA. 19104

RECORD FEE 11.00
#15822 C345 R01 T15:12
MAY 1 1984

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORDED
INDEXED
JAN 11 1984
11:35:54
J. DAVID HUTCHINSON

OR
REF

1/20

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signatory and if Company.

SECURED PARTY *Mailed to Secured Party*

FIRST PENNSYLVANIA BANK N.A.

By *John Price*
JOHN K. PRICE, A.V.P.

(Type, Name and Title)

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

~~SUBJECT TO~~
~~NOT SUBJECT TO~~

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ 257,000.00

FINANCING STATEMENT

1. Debtor(s):

HUBERS II, INC.
 Name or Names—Print or Type
 11 Roosevelt Avenue, Glen Burnie, Maryland 21061
 Address—Street No., City - County State Zip Code
 [Anne Arundel County]

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

CLYDE'S CHARTERED BUS SERVICE, INC.
 Name or Names—Print or Type
 301 Furnace Branch Rd., Glen Burnie, Md. 21061
 Address—Street No., City - County State Zip Code
 [Anne Arundel County]

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All contracts and contract rights, now existing or hereafter existing from time to time between Debtor and the Board of Education of Anne Arundel County, Maryland for the carriage of students attending schools in said County.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 11.00
POSTAGE 50
M15830 C345 R01 115:28
MAY 1 84

DEBTOR(S): HUBERS II, INC.
 BY: John E. Hubers
 (Signature of Debtor)
 JOHN E. HUBERS, PRESIDENT
 Type or Print

SECURED PARTY:
 CLYDE'S CHARTERED BUS SERVICE, INC.
 (Company, if applicable)
 BY: Lucy E. Didlake
 (Signature of Secured Party)
 CLYDE E. DIDLAKE, PRESIDENT
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Joseph I. Huesman, Esquire, 16 South Calvert Street, Suite 504, Baltimore, Maryland 21202

Mailed to: _____

11/02/50

1984 MAY -1 PM 3:54

E. MURPHY COLLISON CLERK

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4 82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 245635 recorded in
Liber 457, Folio 408 on 1-5-83 at A. A. Co.
Date Location

1. DEBTOR(S):

Name(s) Russell-William, Ltd.
Address(es) 1719 Midway Road, Odenton, Maryland 21113

2. SECURED PARTY:

Name Maryland National Bank
Address P.O. Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. Partial (or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. 1 Holzamo model EL-100-3300, electronically controlled saw, serial no. 82262

RECORD FEE 11.00
POSTAGE 50
#15831 C345 R01 115:29
MAY 1 84

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By V. Ann Canty
V. Ann Canty, Senior Branch Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to Secured Party

MAY 1 1984 11:54 AM



11/00/80

251914

1922-0070

FINANCING STATEMENT

FORM UCC 2

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3124.00

If this statement is to be recorded in land records check here.

This financing statement Dated MARCH 12 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor JOHN E REEDER

Address 7888 Tall Pines Ct. Glen Burnie Md

*Ann
210610*

2. Name of Secured Party Baldwin Piano & Organ Company

Address 1801 Gilbert Avenue - Cincinnati, Ohio 45202

3. Assignee of Secured Party JOE RAMSEY MUSIC

Address 161 WEST ST

ANNAPOLIS Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) 48 mos - 3-10-88

5. This financing statement covers the following types (or items) of property: (list)

Baldwin Piano/Organ, Model No. EP101, Serial No. 2854
(Brand Name)
and bench.

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50
#15833 C345 R01 115:30
MAY 1 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

John E. Reeder
(Signature of Debtor)

JOHN E REEDER
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Piano & Organ Company

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

11.50
21.00
32.50

RECORDED
MAY 1 1984
PH 3:54

FINANCING STATEMENT

FORM UCC 2

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

1922-0069

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1107.50

If this statement is to be recorded in land records check here.

This financing statement Dated 3/14/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor MARY NEHRLING
Address 409 GOLF COURSE DR., ARNOLD, MD. 21012

2. Name of Secured Party Baldwin Piano & Organ Company
Address 1801 Gilbert Avenue - Cincinnati, Ohio 45202

3. Assignee of Secured Party
Address

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) MARCH 15, 1986 RECORD FEE 11.00

5. This financing statement covers the following types (or items) of property: (list)

Francis Bacon Piano Organ, Model No. UPRIGHT, Serial No. 179
(Brand Name) and bench. RECORD TAX 7.00, POSTAGE 50, MAY 1 84

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Mary L. Nehrling (Signature of Debtor)
MARY NEHRLING (Type or Print Above Signature on Above Line)
n (Signature of Debtor)
Type or Print Above Signature on Above Line

Baldwin Piano & Organ Company
W. J. Saude (Signature of Secured Party)
Type or Print Above Name on Above Line

11.00
7.00
18.00

11.50
7.00
18.50

32.50
18.50
51.00

1984 MAY -1 PM 3:54
E. J. SAUDE

Mailed to Secured Party

LIBER 473 PAGE 142

TERMINATION STATEMENT liber 429 page 555
Identifying File No. 234629

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address.
ACCOUNT NUMBER 113497-3

DEBTORS (Names and Residence Address)	SECURED PARTY (Name and Address)
HESEMAN DARRELL L & LORRAINE E 1629 Colony Dr Pasadena Md 21122	BLAZER FINANCIAL SERVICES, INC. 7479 BALTIMORE-ANNAPOLIS BLVD. P. O. BOX 66 GLEN BURNIE, MD. 21061

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Secured Party BLAZER FINANCIAL SERVICES INC
By C White Title CLERK Dated APRIL 13
C WHITE
0227 20 Maryland 2 64

RECORD FEE 10.00
POSTAGE .50
#15839 C345 R01 T15:46
MAY 1 84



1984 MAY -1 PM 3:55
E. AUBREY WILLIAMS
CLERK

10.00
50

Mailed to Secured Party

LIBER 473 PAGE 143

TERMINATION STATEMENT

Liber 451 page 573

Identifying File No. 243421

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address.

ACCOUNT NUMBER 116764-3

DEBTORS (Names and Residence Address)	SECURED PARTY (Name and Address)
BINGHAM JOANN C 745 Panther Crt Millersville Md 21108	BLAZER FINANCIAL SERVICES, INC. 7479 BALTIMORE-ANNAPOLIS BLVD. P. O. BOX 66 GLEN BURNIE, MD. 21061

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Secured Party BLAZER FINANCIAL SERVICES INC

By C White Title CLERK Dated APRIL 20

0227 20 Maryland 2004

RECORD FEE 10.00
POSTAGE 50
#15840 C345 R01 115:47
MAY 1 84

1984 MAY -1 PM 3:55

E. ANDREW ROLESON
CLERK



FINANCING STATEMENT

COPY FOR FILING

RECORD FEE 11.00
POSTAGE .50
#15844 C345 R01 T15:50
MAY 1 84

- Not Subject to Recordation Tax (Purchase Money)
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

- Record in:
- SDAT
 - Montgomery County
 - Prince George's County
 - Other Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			
<u>Liberty Truck Parts, Inc.</u>	<u>8 Old Solomons Island Rd.,</u>	<u>Annap.,</u>	<u>Md. 21401</u>

2. Secured Party: SUBURBAN BANK
~~1000 Kessinger Drive, Bethesda, MD 20817~~ 31-35 Light St.
 Attn: Loan Administration Balt., Md. 21202

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: <u>SUBURBAN BANK</u>	<u>Liberty Truck Parts, Inc.</u>
By: <u>[Signature]</u>	<u>x Wm. Garren PRES.</u>
Type Name <u>Thomas A. Holland, III</u>	<u>William M. Garren, Pres.</u>
Title <u>Vice President</u>	_____

	Type or Print Name and Title of Each Signature

Mailed to Secured Party

11.00
.50

1984 MAY -1 PM 3:55
E. ADAM COLLISON
CLERK

Liberty Truck Parts Inc.
8 Old Solomons Island Rd.
Annap., Md. 21401

LIBER 473 PAGE 147

SCHEDULE A

- 1) Triad 7, Serial #408405
- 1) Four Port Expanded Controller, Serial #1012742

Form FHA-MD. 441-3
(Rev. 11-20-68)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCING STATEMENT

TO BE RECORDED: in the Land Records, in the Financing Records

Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Waymore Farms <i>(Name)</i>	UNITED STATES OF AMERICA acting through	
 <i>(Name)</i>	FARMERS HOME ADMINISTRATION	
155 ⁵ Governors Bridge Road <i>(Address)</i>	P.O. Box 489 <i>(Address)</i>	
Davidsonville, Md. 21035	Prince Frederick, Md.	

RECORD FEE 19.00
POSTAGE 50
#15880 C345 R01 107:49
MAY 2 84

- This Financing Statement covers the following types of collateral:
 - Crops, livestock, other farm products, farm and other equipment, supplies and inventory.
 - 1984: Corn, soybean, wheat, barley, oats, hay, straw, etc.

Purchase money

- Crops covered by 1 (a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1 (b) above, are or are to be affixed to) the following premises in Maryland:

<i>Farm(s) Reputedly Owned By</i>	<i>Approximate No. of Acres</i>	<i>In County of</i>	<i>Direction and Distance From a Named Town</i>
*Clifton H. Wayson(1669/48)	121.10	Anne Arundel	Davidsonville, Md.
Russell Rossback(2406/344)	31.5	Anne Arundel	Davidsonville, Md.
Russell Rossback(2316/419)	63.0	Anne Arundel	Davidsonville, Md.
Armstead Wayson(486/349)	135.48	Anne Arundel	Davidsonville, Md.

(Continued on Addendum)

- Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.
- The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

(See addendum for signatures)

(Signature of Debtor)

Type name: _____

(Signature of Debtor)

Type name: _____

Witness: _____

Type name: _____

Witness: _____

Type name: _____

UNITED STATES OF AMERICA

By _____

Type name: _____

Title _____

Farmers Home Administration

Wanted to Secured Party

FINANCING STATEMENT ADDENDUM

LIBER 473 PAGE 149

Farm(s) Reputedly Owned By	Approximate No. of Acres	In County of	Direction & Distance from a Named Town
Stewart L. Pittman(379/429)	164.50	Anne Arundel	Davidsonville, Md.
Stewart L. Pittman(2602/254)	120.52	Anne Arundel	Davidsonville, Md.
Stewart L. Pittman(1286/93)	287.66	Anne Arundel	Davidsonville, Md.
Floyd Landford(487/24)	83.50	Anne Arundel	Harwood, Md.
Floyd Landford(1781/157)	167.94	Anne Arundel	Harwood, Md.
Floyd Landford(1478/108)	34.06	Anne Arundel	Harwood, Md.
Barton W. Rohrback(2656/73)	132.72	Anne Arundel	Harwood, Md.
Douglas Leitch(193/81)	42.07	Anne Arundel	Davidsonville, Md.
Douglas Leitch(301/58)	28.02	Anne Arundel	Davidsonville, Md.
Louis Perrie(187/96)	51.0	Anne Arundel	Davidsonville, Md.
Louis Perrie(129/100)	66.0	Anne Arundel	Davidsonville, Md.
Harjess(33/114)	71.70	Anne Arundel	Gambrills, Md.
Charles Bassford(377/228)	39.58	Anne Arundel	Davidsonville, Md.
John Lowman()	96.16	Anne Arundel	Davidsonville, Md.
A.M. Gaddis(2727/488)	194.50	Anne Arundel	Lothian, Md.

Witness the hands and seals of the parties hereto:

WAYMORE FARMS

BY: Clifton H. Wayson
CLIFTON H. WAYSON, General Partner

BY: Norma M. Wayson
NORMA M. WAYSON, General Partner

BY: Walter C. Wayson
WALTER C. WAYSON, General Partner

BY: Herbert P. Wayson
HERBERT P. WAYSON, General Partner

BY: Clifton H. Wayson
CLIFTON H. WAYSON, Individual

BY: Norma M. Wayson
NORMA M. WAYSON, Individual

BY: Walter C. Wayson
WALTER C. WAYSON, Individual

BY: Herbert P. Wayson
HERBERT P. WAYSON, Individual

WITNESS: Dorothy F. Bowen
DOROTHY F. BOWEN

WITNESS: Karen A. Mattingly
KAREN A. MATTINGLY

By: Jane S. Corbett
UNITED STATES OF AMERICA
JANE S. CORBETT
County Supervisor
Farmers Home Administration

Form FHA-MD. 441-3
(Rev. 11-20-68)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCING STATEMENT

TO BE RECORDED: in the Land Records, in the Financing Records

Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Raymond J. Angermier <i>(Name)</i>	UNITED STATES OF AMERICA acting through	
Eleanor K. Angermier <i>(Name)</i>	FARMERS HOME ADMINISTRATION	
5501 Brooks Wood Rd. <i>(Address)</i>	P.O. Box 489 <i>(Address)</i>	
Lothian, Md. 20820	Prince Frederick, Md. 20678	

RECORD FEE 12.00
POSTAGE .50
#15861 C345 R01 109:51
MAY 2 94

- This Financing Statement covers the following types of collateral:
 - Crops, livestock, other farm products, farm and other equipment, supplies and inventory.
 - High boy sprayer

- Crops covered by 1 (a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1 (b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) Reputedly Owned By	Approximate No. of Acres	In County of	Direction and Distance From a Named Town
Robert A. Thieme (2554/578)	122.84	Anne Arundel	Brooks Wood Rd., Lothian
William L. Spicknall (1159/259)	220.09	Anne Arundel	Rt. 2, Lothian
Charles M. Dawson (2798/532)	5.0	Anne Arundel	Rt. 258, Lothian
Earl G. Townshend, Jr. (1010/408)	96.27	Anne Arundel	Rt. 424, Davidsonville
Albert McIlveen (821/192)	220.87	Anne Arundel	Rt. 2, Lothian

- Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.
- The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

X Raymond J. Angermier
(Signature of Debtor)

Type name: Raymond J. Angermier

X E. Kathleen Angermier
(Signature of Debtor)

Type name: E. (Eleanor) Kathleen Angermier

Witness: Dorothy F. Bowen

Type name: Dorothy F. Bowen

Witness: Karen A. Mattingly

Type name: Karen A. Mattingly

UNITED STATES OF AMERICA

By Jane Corbett

Type name: Jane S. Corbett

Title County Supervisor
Farmers Home Administration

Mailed to Secured Party

MAY -2 AM 9:55

E. JONES COLLISON
CLERK

1200
50

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK 473 PAGE 153

SCHEDULE A

All that piece or parcel of ground situate, lying and being in the Record Assessment District of Anne Arundel County, State of Maryland and being more particularly described as follows:

BEGINNING for the same at a point on the south side of the County Road leading from Camp Parole to Chesterfield, said point being at the end of the first line of the whole lot and running from thence, and with the second line South 7° 15' West 165 feet to a point; thence North 82° 45' West 87 feet; thence North 7° 15' East 165 feet to the south side of the aforesaid Road, thence with the South side of said Road, South 82° 45' East 87 feet to the place of beginning. Containing 33/100 of an acre, more or less.

SAVING AND EXCEPTING therefrom, however, all that 100 square feet conveyed by Donald F. Hardesty and Doris D. Hardesty, his wife, to the use of the State Road Commission of Maryland, by Deed dated August 16, 1963 and recorded among the Land Records of Anne Arundel County in Liber E.R.D. 1587 at Folio 91.

TOGETHER WITH rights to use land referred to in Agreement recorded in Liber 2450 at Folio 292 in accordance with the terms of said agreement and subject to the provisions of said Agreement, said land being described as follows:

BEGINNING for the same at a point at the beginning of the North 07° 15' East 165' Line in the conveyance from Faust C. Villareale, Trustee, to Harold P. Morris, Et. Al., by deed dated July 22, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2882 page 305; said point of beginning being further located at the end of the South 15° 15' 10" West 160.05' Line of parcel and in the conveyance from Seymour A. Freedman Et. Al. to Parole Shopping Center Limited Partnership by deed dated Oct. 20, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2920, page 238;

THENCE running from said beginning point so fixed and leaving said lines, and running through said conveyance in Liber 2920-238 North 78° 16' 32" West 72.89' to a point at the beginning of the North 54° 42' 00" West 105.50' line in said conveyance in Liber 2920 page 238;

THENCE running with part of said line, and, with bearings corrected for magnetic difference, North 62° 51' 00" West 77.85' to a point;

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK 473 PAGE 154

THENCE leaving said line and running with the South 51° 50' 55"
West 65.74' line as shown on the right of way plat of Riva Road sheet
2 of 2, issued 12-22-69, and with bearings corrected for magnetic
difference, reversly, North 52° 16' 50" East 65.74' to a point; and
continuing along the said right of way of Riva Road North 55° 25' 33"
East 123.60' to a point on the South Side of Maryland Route 450;

THENCE with the side of Maryland Route 450, South 89° 07' 40"
East 6.92' to a point in the North 07° 15' East 165.00' line of
said conveyance recorded in Liber 2887/305;

THENCE leaving Maryland Route 450 and running with part of the
said North 7° 15' East 165.00' line in said conveyance, reversly, South
07° 07' 10" West 161.84' to the place of beginning.

CONTAINING 13,165 sq. ft. + as described by McCone, Inc. in
April 1984 without the benefit of a field survey.

BEING part of parcel one in the conveyance from Seymour A. Freedman
Et. Al., to Parole Shopping Center Limited Partnership by deed dated
October 20, 1976 and recorded among the Land Records of Anne Arundel
County, Maryland in Liber 2920 Page 238. And also intended to be all
of Item 1 as described in the agreement dated November 12, 1971 by and
between Parole Shopping Center Company, Inc., and Forest Park Estates,
Inc., and recorded among the Land Records of Anne Arundel County, Maryland
in Liber 2450 Page 292, and as shown on a plat marked exhibit "A" recorded
therewith.

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with, (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property subject to the terms of the loan documents.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan documents).

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party pursuant to the terms of the loan documents.

Return To
Real Title Company, Inc.(D.C.)
1800 Mst. N.W., Suite 160
Washington, D.C. 20036



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 156

251030

Frank S. Walsh, Jr.
Name of Filing Officer

FINANCING STATEMENT 1310045-00
Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) ROBERT P. CRAIG AND LAURA J. CRAIG,
HUSBAND AND WIFE
1048 TUDOR DRIVE, CROWNSVILLE, MD 21032

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION:
May 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, DISHWASHER, CENTRAL AIR CONDITIONING

RECORD FEE 12.00
POSTAGE .50
MAY 2 1984

The above described items of property are affixed to a dwelling house located on:
1048 TUDOR DRIVE, CROWNSVILLE, MD 21032 County of Anne Arundel

For a more particular description of the property, reference is hereby made to a Deed of Trust dated April 23 1984 from ROBERT P. CRAIG AND LAURA J. CRAIG, HUSBAND AND WIFE to National Mortgage Funding Corporation, which has been recorded among the Land Records of Anne Arundel County, MD

MORTGAGOR(S) SIGNATURE(S)

Robert P Craig
ROBERT P CRAIG
Laura J Craig
LAURA J CRAIG

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: [Signature]

Mailed to Secured Party

1250



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 157

Name of Filing Officer

251931

FINANCING STATEMENT 1340026

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) ROBERT E & SUSIE N WARNER
(HUSBAND AND WIFE)
1406 CASTLEGATE DRIVE, ANNAPOLIS, MD 21401

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION:
May 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, DISPOSAL, WALL TO WALL CARPET, HEAT PUMP

RECORD FEE 12.00
POSTAGE .50
#16012 0040 R01 T10:59
MAY 3 84

The above described items of property are affixed to a dwelling house located on:

1406 CASTLEGATE DRIVE, ANNAPOLIS, MD 21401 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated April 6 1984 from ROBERT E & SUSIE N WARNER (HUSBAND AND WIFE) to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

Robert E. Warner
ROBERT E WARNER
Susie N. Warner
SUSIE N WARNER

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: Doug Gardner

1984 MAY -3 AM 11:02

Mailed to Secured Party.

12.5

STATE OF MARYLAND

BOOK 473 PAGE 158

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245508
Amended

RECORDED IN LIBER _____ FOLIO _____ ON 10/31/83 (DATE)

1. DEBTOR

Name Radiator & Battery Shop
Address 6033 Belle Grove Rd., Balto., MD 21225

2. SECURED PARTY

Name L-J Leasing Company
Address 600 Reisterstown Road
P.O. Box 21472
Balto., Md. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00
POSTAGE .50

#15437 0345 R01 111:02

APR 27 84

1984 APR 27 AM 11:51
E. COLLISON

BL
CLERK

Dated 4/11/84

F. Jed

(Signature of Secured Party)

F. Jed

Type or Print Above Name on Above Line

10.00
- .50

Mailed to: L-J Leasing Co

Mailed to Secured Party



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 159

Name of Filing Officer

FINANCING STATEMENT

19762

751932

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S)

DENNIS J. ZAKLAN & CYNTHIA A. ZAKLAN
(HUSBAND AND WIFE)
1902 ANNAWON COURT, HANOVER, MD 21076

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

May 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, DISPOSAL, HEAT PUMP, WALL TO WALL CARPET

RECORD FEE 12.00
POSTAGE .50
RECEIVED 102 7/4/41
MAY 3 04

The above described items of property are affixed to a dwelling house located on:

1902 ANNAWON COURT, HANOVER, MD 21076

County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of

Trust dated April 24 1984

from DENNIS J. ZAKLAN & CYNTHIA A. ZAKLAN
(HUSBAND AND WIFE)

to National Mortgage Funding Corporation, which has been recorded among the Land Records
of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

SECURED PARTY

Dennis J. Zaklan
DENNIS J. ZAKLAN

Cynthia A. Zaklan
CYNTHIA A. ZAKLAN

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *[Signature]*

1250

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es) Simmons, Leonie L. Holly Beach Farm Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) River Hotel, Ltd. I c/o Alex. Brown Realty Securities, Inc. Seven North Calvert Street Baltimore, MD 21202	Far Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in River Hotel, Ltd. I, a Texas limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto		5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
POSTAGE .50
#16057 C345 R01 T15:50
MAY 3 1984

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

River Hotel, Ltd. I
By: Brown-Austin, Inc.,
a General Partner

By: Leonie L. Simmons
Signature(s) of Debtor(s)

By: Peter E. Brown Asst. Secretary
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

1984 MAY -3 PM 4:05

E. ANDRE COLLISON
CLERK

11.00
50

BOOK 473 PAGE 161

251984

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) 2. Secured Party(ies) and address(es) For Filing Officer (Date, Time, Number, and Filing Office)

Rodriguez, Ignacio
Wroxeter on Severn,
Wroxeter Drive
Arnold, Maryland 21012

River Hotel, Ltd. I
c/o Alex. Brown Realty
Securities, Inc.
Seven North Calvert Street
Baltimore, MD 21202

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
Debtor's limited partnership interest in River Hotel, Ltd. I, a Texas limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto

RECORD FEE 11.00
POSTAGE .50

5. Assigned Address(es) MAY 3 84

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

River Hotel, Ltd. I
By: Brown-Austin, Inc.,
a General Partner

By: Ignacio Rodriguez
Signature(s) of Debtor(s)

By: Peter E. Banerji Asst. Secretary
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

1984 MAY -3 PM 4:05

E. AUSTIN COLLISON
CLERK

11.00
50

FINANCING STATEMENT

751935

- 1. Name of Debtor: Joseph Salta
Joseph R. Salta
Robert Salta
Address: 207 Southern Maryland Boulevard
Lothian, Maryland
- 2. Name of Secured Party: MARYLAND NATIONAL BANK
Real Estate and Mortgage Banking
Department
10 Light Street
Baltimore, Maryland 21202
- 3. This Financing Statement covers the following types (or items) of Property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, containing in or upon or attached to, or used or usable in connection with the premises (and any and all constructed) described in a certain Deed of Trust dated 9, 1984 from Debtor to Lawrence J. Grady, Jr. and F. Beckenholdt, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

RECORD FEE 13.00
 STAMP FEE .50
 #15976 C345 R01 109:39
 MAY 3 84

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence of hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation Tax has been paid on the principal amount of \$80,000 with the filing of the aforesaid Deed of Trust in the Land Records of Anne Arundel County, Maryland.

Debtors:

Secured Party:

MARYLAND NATIONAL BANK

Joseph Salta
Joseph Salta

Thomas M. Dillon
Thomas M. Dillon
Assistant Vice President

Joseph R. Salta
Joseph R. Salta

Robert Salta
Robert Salta

Mr. Clerk: Return to Maryland National Bank
6001 Montrose Road
Suite 405
Rockville, Maryland 20852
Attention: Susan T. Sweet

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

Mailed to Secured Party

13.00
5/0

1984 MAY -3 AM 10:41
 CR 11-01-11-3-AM-1984
 COUNTY CLERK

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Wentz Garden Center, Inc. 91 Ritchie Hgwy.
 91 Ritchie Hgwy. Pasadena, MD 21122
 Pasadena, MD. 21122

RECORD FEE 11.00
 POSTAGE .50
 #16073 0040 R01 T10:28
 MAY 4 84

6. Secured Party _____ Address _____
 Maryland National Bank
 Attention: C. Ann Abruzzo

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Robert W. Wentz (Seal)
 Robert W. Wentz, Pres.

Secured Party
 Maryland National Bank

____ (Seal)

C. Ann Abruzzo (Seal)

____ (Seal)

Manager, Sr. Br. Officer

____ (Seal)

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.



Mailed to Secured Party

RECEIVED BY RECORD
 DEPARTMENT, COUNTY & DISTRICT

1984 MAY -4 AM 10:36

E. AUBREY COLLISON
 CLERK

1100



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 164

Name of Filing Officer

FINANCING STATEMENT

19471

251937

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) DAVID L. RHUDE & ELLEN F. RHUDE
(HUSBAND AND WIFE)
1530 WAMPANOAG DRIVE, SEVERN, MD 21144

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

May 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, DISHWASHER, DISPOSAL, VENT FAN,
WALL TO WALL CARPET, HEAT PUMP

RECORDING FEE 12.00
POSTAGE .50
354673 0237 REC 11411
MAY 4 1994

The above described items of property are affixed to a dwelling house located on:

1530 WAMPANOAG DRIVE, SEVERN, MD 21144

County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of

Trust dated April 30 1984 from DAVID L. RHUDE & ELLEN F. RHUDE

to National Mortgage Funding Corporation, which has been recorded among the Land Records

of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

DAVID L. RHUDE

ELLEN F. RHUDE

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *[Signature]*

Mailed to Secured Party

1252



National Mortgage
FUNDING CORPORATION

251938

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 165

Name of Filing Officer

FINANCING STATEMENT 19582
Under Uniform Commercial Code



MAY -4 PM 2:24

NAME(S) and ADDRESS OF MORTGAGOR(S) DANIEL JAY VOGELSANG & DEBRA LEE
VOGELSANG (HUSBAND AND WIFE)
1531 WAMPANOAG DRIVE, SEVERN, MD 21144

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION: May 1 1999

This Financing Statement covers the following types (or items) of Property:

RANGE, DISPOSAL, HEAT PUMP, WALL TO WALL CARPET

RECORD FEE 12.00
POSTAGE .50
MAY 4 1994 11:13

The above described items of property are affixed to a dwelling house located on:

1531 WAMPANOAG DRIVE, SEVERN, MD 21144 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated April 30 1984 from DANIEL JAY VOGELSANG & DEBRA LEE VOGELSANG (HUSBAND AND WIFE) to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

Daniel Jay Vogelsang
DANIEL JAY VOGELSANG
Debra Lee Vogelsang
DEBRA LEE VOGELSANG

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *Dolly Gardner*

Mailed to Secured Party

1250



National Mortgage FUNDING CORPORATION

251939

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 166

Name of Filing Officer

FINANCING STATEMENT 19627

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) THOMAS PALMER CLINE
1134 MERMAID DRIVE, ANNAPOLIS, MD 21012

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION: May 1 2014

This Financing Statement covers the following types (or items) of Property:
RANGE, DISPOSAL, HEAT PUMP, WALL TO WALL CARPET

The above described items of property are affixed to a dwelling house located on:
1134 MERMAID DRIVE, ANNAPOLIS, MD 21012 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated April 30 1984 from THOMAS PALMER CLINE to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)
Thomas Palmer Cline
THOMAS PALMER CLINE

SECURED PARTY
NATIONAL MORTGAGE FUNDING CORPORATION

BY: *[Signature]*

Mailed to Secured Party

1150

PH 2:24
BL
CLEAR

RECORDED FEE 11.00
POSTAGE 50
#54487 0237 102 11918
MAY 4 84

RECORDATION TAXES WERE PAID ON RECORDATION OF A MORTGAGE EVIDENCING THE SAME INDEBTEDNESS.

251940

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Jo-Mar Ventures 433 College Parkway Arnold, Maryland 21012 and 120 Blackfoot Drive Arnold, Maryland 21012	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND BANK OF MARYLAND & DELAWARE 10 E. Balto. St. Baltimore, Maryland 21202 Attn: A. P. Ramsey Crosby Asst. Vice-President Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of a day care center (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. Furniture and fixtures (including all present and future additions, attachments, accessions, substitutions and replacements)

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

BL
CLERK

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$50,000.00

RECORD FEE 13.00
POSTAGE .50
MAY 4 1984

DEBTOR:

SECURED PARTY:

Jo-Mar Ventures
(Type Name)
By: Donna Berusch
By: Betty Silon

UNION TRUST COMPANY OF MARYLAND
By: A. P. Ramsey Crosby
A. P. Ramsey Crosby, Asst. Vice-President
(Type Name)
April 27 1984
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md. ~~xxx~~

AFTER RECORDING SEND TO: John E. Baum, Esquire, Shapiro & Olander, 2000 Charles Center South, 36 S. Charles Street, Balto., Md. 21201.

TO BE RECORDED IN THE LAND RECORDS AND IN THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY AND IN THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

Mailed to: Atlanta Little

135

FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of a certain Consolidation, Modification, and Extension Agreement of even date herewith (the "Consolidation Agreement") securing a debt in the principal amount of \$2,500,000.00 or so much thereof as may be advanced which instrument consolidates the indebtedness payable and secured under prior lien instruments heretofore recorded. Recordation taxes in the amount of \$ 17,150.00 have been or will be paid to the Clerk, Circuit Court of Anne Arundel County prior to or at this time of the recording of the aforementioned instrument.

NAME OF DEBTOR:

TRINITY LIMITED PARTNERSHIP,
a Maryland limited partnership

RECORD FEE 12.00
POSTAGE .50
#16251 C345 R01 T11:04
MAY 7 84

ADDRESS:

c/o Joseph M. Della Ratta
1370 Lamberton Drive
Silver Spring, Maryland 20902

NAME OF SECURED PARTY:

THE GREAT-WEST LIFE
ASSURANCE COMPANY

(2) Trustee(s):

MALLORY WALKER
MERRILL A. YAVINSKY
c/o Walker & Dunlop, Inc.
1156 Fifteenth Street, N.W.
Washington, D.C. 20005

ADDRESS OF SECURED PARTY:

100 Osborne Street North
Winnipeg, Manitoba R3C 3A5

1. This Financing Statement Covers the following items of property:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Consolidation Agreement hereinafter mentioned.
- B. Proceeds of the above described collateral.
- C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future

Mailed to Secured Party

12/20

accounts, contract rights, (including all rights of Debtor under contracts of sale and leases pertaining to the premises referred to herein as well as all improvements and equipment thereon) general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Consolidation Agreement, including also (i) all books, records, contracts surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Consolidation Agreement hereinafter mentioned.

D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Consolidation Agreement hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Consolidation Agreement at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

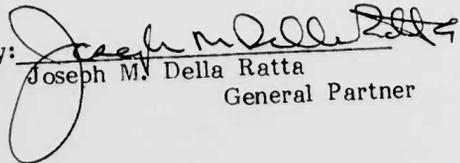
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, containing approximately 7.516 acres of land located on the east side of East Park Drive, in Anne Arundel County, Maryland and more fully described in and conveyed by Debtor to the Trustees in the Consolidation Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Consolidation Agreement and Assignment of Lessor's Interest in Lease constituting the Security Agreement to this secured transaction.

Dated:

DEBTOR SIGNATURE:

TRINITY LIMITED PARTNERSHIP

By:


Joseph M. Della Ratta
General Partner

7.516 acres, East Park Center
THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202
File #115-843



National Mortgage FUNDING CORPORATION

251942

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 170

Name of Filing Officer

FINANCING STATEMENT 19733
Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) SUSAN L. STYCZYNSKI
(SOLE OWNER)
3484 MARBLE ARCH DRIVE, PASADENA, MD 21122

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151
Maturity DATE OF OBLIGATION: May 1 2014

BL
CLERK

This Financing Statement covers the following types (or items) of Property:

RANGE, DISPOSAL, HEAT PUMP, VENT FAN,
WALL TO WALL CARPET

RECORDING FEE 11.00
MORTGAGE .50
MAY 7 1984

The above described items of property are affixed to a dwelling house located on:

3484 MARBLE ARCH DRIVE, PASADENA, MD 21122 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated April 19 1984 from SUSAN L. STYCZYNSKI (SOLE OWNER) to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

Susan L. Styczynski
SUSAN L. STYCZYNSKI

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *[Signature]*

Mailed to Secured Party

11/5



National Mortgage
FUNDING CORPORATION

251943

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 171

Name of Filing Officer

FINANCING STATEMENT 19781

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) LOUIS M. CONDATORE
(SOLE OWNER)
953 BARRACUDA COVE COURT, ANNAPOLIS, MD 21012

NAME and ADDRESS OF SECURED PARTY: MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

May 1 2014



This Financing Statement covers the following types (or items) of Property:

RANGE, DISHWASHER, DISPOSAL, HEAT PUMP,
WALL TO WALL CARPET

RECORDING FEE 11.00
POSTAGE .50
RECORDING COST 117.12
MAY 7 84

The above described items of property are affixed to a dwelling house located on:

953 BARRACUDA COVE COURT, ANNAPOLIS, MD 21012 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of

Trust dated April 25, 1984 from LOUIS M. CONDATORE
(SOLE OWNER)
to National Mortgage Funding Corporation, which has been recorded among the Land Records
of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

Louis M Condatore
LOUIS M. CONDATORE

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *[Signature]*

Mailed to Secured Party

11/5

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland for filing pursuant to the Uniform Commercial Code.

Name of Debtor

Address

- 1. Thomas E. Matyas 1800 Hidden Point Road
Annapolis, Maryland 21401

Name of Secured Party

Address

- 4. Lomas & Nettleton Co. 121 N. Broad Street
Phila., Pa. 19107

- 3. This Financing Statement covers the following items of property:

Refrigerator Dishwasher
Range/Oven

RECORD FEE 11.00
POSTAGE .50
#16255 C345 R01 T11:11

- 4. This Financing Statement ~~is~~ ^{is not} subject to a Recordation Tax. MAY 7 84

- 5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 30th DAY OF Apr. 1984.

Thomas E. Matyas

Thomas E. Matyas

BY *Manda J. Wilson*

(Debtors)

ATTEST: *Manda J. Wilson*

(Secured Party)

DOCUMENT - 7 PH 12:26
 BL CLERK

After recordation please return this document to:

The Lomas & Nettleton Company
121 N. Broad Street
Philadelphia, Pennsylvania 19107

E-52

152

*PS
00-11*

Mailed to Secured Party

Schedule A, Legal Description

BEGINNING for the same at a P.K. nail set at the intersection formed by the west side of Hidden Point Road (30 feet wide) and the south side of Pleasant Plains Road (30 feet wide), said point being further located North 65 degrees 58 minutes West 30.62 feet from the northwest corner of Lot 1 as shown on a plat of Hidden Point recorded among the Plat Records of Anne Arundel County in Plat Book 19, page 28; said point being further located North 65 degrees 58 minutes West 90.29 feet from an iron pipe found at the end of the North 32 degrees 59 minutes East 523 foot line of the conveyance from Albert J. Goodman and Janet W. Goodman, his wife to Weems William Duvall and Anna Claire Duvall, his wife, by deed dated August 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 702, folio 594; thence running from said beginning point so fixed and with the west side of Hidden Point Road and leaving said Pleasant Plans Road, South 35 degrees 34 minutes West 217.61 feet to a point of curve; thence with a curve to the right having a radius of 280.00 feet for an arc distance of 130.36 feet to a point of tangency; thence South 62 degrees 10 minutes West 125.63 feet to a pipe set; thence leaving said Hidden Point Road and running through the lands of William Davidson, North 31 degrees 33 minutes West 77.08 feet to a pipe set; thence North 03 degrees 59 minutes East 518.78 feet to a pipe set on the south side of said Pleasant Plains Road; thence with the same, South 44 degrees 02 minutes 10 seconds East 163.31 feet to a point of curve; thence with a curve to the left having a radius of 351.35 feet for an arc distance of 99.32 feet for feet to a point of tangency; thence South 60 degrees 14 minutes East 170.00 feet to the place of beginning. Containing 2.64 acres, more or less, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in June, 1970.

BOOK 473 PAGE 174

AMENDED FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity Date (if any): _____

Name of Debtor:

ENVIROTECH SYSTEMS, INC. (formerly known as Chesapeake Trane Air Conditioning Co., Inc.)
P. O. Box 39
Millersville, Maryland 21108

Name of Secured Party:

CUDDEBACK TRANE SERVICE, INC.
2011 Greenspring Drive
Timonium, Maryland 21093

This amendment refers to the amended Financing Statement:

FILE NO.: I.D. No. 133572, Film 2468, Folio 1724
DATE: February 26, 1980
RECORD REFERENCE: Liber 419, Page 331

RECORDED FEE 10.00
POSTAGE .50

Item No. 1 of the above described amended Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

1. This financing statement covers the following types (or items) of property:

(a) The inventory of the Debtor, including all goods, merchandise, raw materials, goods in process, finished goods, and other tangible personality used in the air conditioning contracting and service business now owned or hereafter acquired and held for sale or lease, furnished under contract or service, or used or consumed in the business of the Debtor.

(b) The presently existing and future accounts receivable, contract rights, and general intangibles of the Debtor, and all chattel paper and instruments, whether now or hereinafter existing or acquired, evidencing any obligation to the Debtor for goods sold or leased or services rendered.

(c) Such additional security as the Secured Party may demand under the terms of this agreement.

2. The underlying secured transaction being publicized by this Financing Statement IS NOT subject to the Recordation Tax imposed by Article 81, Sections 277, 278, Annotated Code of Maryland, as amended.

DEBTOR:

ENVIROTECH SYSTEMS, INC.

SECURED PARTY:

CUDDEBACK TRANE SERVICE, INC.

By J. Arthur Cloutier, Jr.
J. Arthur Cloutier, Jr.,
President

By Dorothy Boyer
Dorothy Boyer, Secretary

1050

Mailed to: John J. Heise



National Mortgage
FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 175

Name of Filing Officer

FINANCING STATEMENT 1340033

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) DONALD RAYMOND WINCHELL & LINDA ANN
WINCHELL (HUSBAND & WIFE)
1721 QUANTICO RD., EDGEWATER, MD 21037

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION: May 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, WASHER, DRYER, VENT FAN

RECORD FEE 12.00
POSTAGE .50
#16383 C040 R01 T09:38
MAY 8 84

The above described items of property are affixed to a dwelling house located on:

1721 QUANTICO RD., EDGEWATER, MD 21037 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated April 27 1984 from DONALD RAYMOND WINCHELL & LINDA ANN WINCHELL (HUSBAND & WIFE) to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

SECURED PARTY

Donald Raymond Winchell
DONALD R. WINCHELL
Linda A. Winchell
LINDA A. WINCHELL

NATIONAL MORTGAGE FUNDING CORPORATION

RECEIVED FOR RECORDS
CLERK OF COURT, A.A. BY *[Signature]*

1984 MAY -8 AM 10:27

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

12.00

751049

FINANCING STATEMENT

1. Names of Debtor: ROBERT H. SHEPHARD
 MARY M. SHEPHARD
 Address: 626 Echo Cove Drive
 Crownsville, Maryland 21032

2. Name of Secured Party: MARYLAND NATIONAL BANK
 Address: Real Estate Department
 10 Light Street
 Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods or personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 3, 1984 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

Debtor:
Robert H. Shephard
 Robert H. Shephard
Mary M. Shephard
 Mary M. Shephard

Secured Party:
 MARYLAND NATIONAL BANK
 By Laura S. Borgerding
 Laura S. Borgerding
 Mortgage Loan Officer

RECORD FEE 12.00

MORTGAGE .50

RECORDED MAY 8 1984 11:03 AM

RECORDED FOR RECORD
 ANNE ARUNDEL COUNTY
 1984 MAY -8 AM 10:42
 AUDREY COLLISON
 CLERK

BL
CLERK

Mr. Clerk: Return to Miles & Stockbridge
 10 Light Street
 Baltimore, Maryland 21202
 ATTN: Kathleen M. Donahue

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

1250

EXHIBIT A

PROPERTY DESCRIPTION

ALL that parcel or parcels of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a pipe previously set in the northeasterly line of Elkridge Landing Road (30 feet wide), said pipe being located the following three courses and distances, to wit:

- (1) South 24° 01' 38" West 1493.63 feet,
- (2) South 65° 58' 22 " East 162.32 feet; and
- (3) South 32° 56' 23" East 477.64 feet from a stone previously set at the end of the first line of the land described in the Deed from Lina A. Benson, et al, to Dorothy G. Pfeiffer and Rudolph M. Pfeiffer, her husband, dated June 8, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH 475, folio 168, thence from said beginning pipe running for a division line through the larger tract of which this is a part (with meridian corrected) the following three courses and distances, to wit:

- (1) North 40° 23' 07" East 370.01 feet to a pipe previously set,
- (2) South 39° 48' 35" east 242.20 feet to a pipe now set, and
- (3) South 40° 33' 07" West 359.74 feet to a pipe now set in the northeasterly line of said Elkridge Landing Road, thence running along the northeasterly line of said Road, North 42° 13' 25" West 240.70 feet to the place of beginning. Containing 2 acres of land, more orless. Saving and excepting therefrom all that strip or parcel of land which by Deed dated November 23, 1971, and recorded among the Land REcords of Anne Arundel County in Liber MSH No. 2466, folio 760, was granted and conveyed by Landco Associates, et al, to Anne Arundel County, Maryland.

Mailed to:

J.R. Warren



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 178

Name of Filing Officer

FINANCING STATEMENT 19925

751950

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) ALMA N. DILLOW
(SEPARATED)
328 WOOD VIEW COURT, ANNAPOLIS, MD 21401

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

May 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, DISPOSAL, HEAT PUMP,
WALL TO WALL CARPET

RECORD FEE 11.00
POSTAGE .50
#16420 C345 R01 T10:21
MAY 8 94

The above described items of property are affixed to a dwelling house located on:

328 WOOD VIEW COURT, ANNAPOLIS, MD 21401

County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a

Trust dated April 18 1984

from ALMA N. DILLOW

(SEPARATED)
to National Mortgage Funding Corporation, which has been recorded among the Land Records

of ANNE ARUNDEL

County, MD

RECEIVED FOR RECORDS
SACRED MOUNTAIN COUNTY
1904 MAY 08 AM 11:18
E. AUBREY COLLISON
CLERK

MORTGAGOR(S) SIGNATURE(S)

Alma N. Dillow
ALMA N DILLOW

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *Gregory Gardiner*

Mailed to Secured Party
11:00

FINANCING STATEMENT

751951

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland for filing pursuant to the Uniform Commercial Code.

<u>Name of Debtor</u>	<u>Address</u>
1. Harry C. and Joan P. Huff	399 Boxelder Court Millersville, Maryland 21108

<u>Name of Secured Party</u>	<u>Address</u>
4. Lomas & Nettleton Co.	121 N. Broad Street Phila., Pa. 19107

3. This Financing Statement covers the following items of property:
 Range/Oven Dishwasher
 Disposal
4. This Financing Statement is not subject to a Recordation Tax.
5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 30th DAY OF Apr. 1984

<u>Harry C. Huff</u>	BY <u>Manda J. Nelson</u>
<u>Joan P. Huff</u>	ATTEST: <u>Manda J. Nelson</u>
(Debtors)	(Secured Party)

After recordation please return this document to:

The Lomas & Nettleton Company
 121 N. Broad Street
 Philadelphia, Pennsylvania 19107

RECORD FEE 12.00
 POSTAGE .50
 #16465 C040 R01 T11:37
 MAY 8 84

Mailed to Secured Party

E-52

152

RECEIVED FOR RECORDS
 CIRCUIT COURT, A.A. COUNTY

1984 MAY -8 AM 11:58

E. AUBREY COLLISON
 CLERK

12.00
 SD

BOOK 473 PAGE 180

251952

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use

File No.

Date &

Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)

Port Annapolis Marina, Inc., a 7074 Bembe Beach Road
Maryland corporation (formerly Annapolis, Maryland 21403
known as Back Creek Yacht Yard, Inc.)

Name of Secured Party or assignee No. Street City State

SECURITY NATIONAL BANK, 2000 M St., N.W., Washington, D.C. 20036

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 18.00
POSTAGE .50
#16475 0040 R01 112#27
MAY 8 84

Security National Bank
2000 M Street, N.W.
Washington, D.C. 20036
Mailed to:

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)
PORT ANNAPOLIS MARINA, INC.

SECURED PARTY
SECURITY NATIONAL BANK (Seal)

By: Arthur A. Birney, Pres.

By: David G. Fleming, Vice Pres.

Arthur A. Birney, Pres.
(Type or print name under signature)

David G. Fleming, Vice Pres.
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY -8 PM 12:39

E. AUBREY COLLISON
CLERK

180
52

SCHEDULE A TO THE FINANCING STATEMENT

The property covered by this Financing Statement is:

(a) Inventory Collateral. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or are to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds (collectively the "Inventory"); and

(b) Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively the "Receivables"); and

(c) Furniture, Fixtures, Machinery, Equipment, Supplies, Personal Property, Bulkhead, Slips and Piers Collateral. All of the Debtor's present and future furniture, fixtures, machinery, equipment, supplies, personal property, bulkheads, slips and piers of every type and nature now or hereafter used or useable or held for sale or lease in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds.

(d) All machinery, apparatus, equipment, fittings, fixtures, furniture, building materials or related supplies and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon the hereinafter described real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter called "Equipment") and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and

power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien hereby perfected by the filing of this Financing Statement.

DESCRIPTION OF REALTY:

See Schedule "B" to the Financing Statement attached hereto and incorporated herein by reference.

RECORD OWNER OF REALTY:

Port Annapolis Associates, a Maryland limited partnership.

SCHEDULE "B" TO THE FINANCING STATEMENT

All that certain real property located in Anne Arundel County, Maryland and described as follows:

Parcel I:

BEGINNING for the same at a small stone heretofore planted in the Southerly outline of the whole tract hereinafter mentioned, the said stone is distant North 73° 55' West 40.44 feet from the center of a 30.0 foot road leading in a Northerly direction through the said whole tract; thence running from the said beginning point so fixed and with the said Southerly outline as now surveyed, North 73° 55' West, 918.86 feet to an original iron pipe at the tide lines of Back Creek and the South-east corner of the said whole tract; thence still with the outlines and the said tide lines of Back Creek, the five following courses and distances: North 68° 10' East 81.9 feet; North 18° 43' East 129.5 feet; North 8° 36' East 154.6 feet; North 2° 35' West 110.4 feet; North 40° 42' West 37.2 feet; thence leaving said tide lines and the outlines and running for a division between the property now being described and that of Albert R. E. Berbe adjoining hereto on the North, North 73° 40' East 36.2 feet to an iron pipe at the base of a 12-inch dead oak snag; thence South 74° 18' East 921.61 feet to another iron pipe on the West side of the 30.0 foot road first mentioned in this description; thence continuing said last mentioned course, South 74° 18' East 15.0 feet to the center of said road; thence leaving the said Albert R. E. Berbe tract and with the center of said road, South 15° 07' West 485.64 feet to intersect the Southerly boundary line of the said whole tract first mentioned in this description; thence leaving said 30.0 foot road and with part of said line, North 73° 55' West 40.44 feet to the place of beginning. Containing within the lines of this description ten and two one-hundredths (10.02) acres of land, according to a survey and plat made by J. Revell Carr, Surveyor, July, 1947.

Parcel II:

BEGINNING for the same at an iron pipe heretofore set at a twelve inch dead oak snag as shown on the 9.1 acre portion conveyed to Albert Berbe, all as shown on the plat hereinafter mentioned; the said iron pipe and place of beginning is at the end of the North 74° 18' West 936.61 foot line as shown on the said mentioned plat; thence running from the said beginning point so fixed and with the center of a 20.0 foot road now laid out and with part of the outlines South 73° 40' West 36.2 feet to the tide lines of Back Creek; thence leaving said 20.0 foot road and with said tide lines, North 40° 42' West, 117.8 feet, North 28° 59' East, 42.47 feet, North 59° 14' East, 54.36 feet and North 73° 30' East, 200.56 feet to a point distant North 7° 56' West, 15.72 feet from an iron pipe at the top of the bank; thence leaving said tide lines and with and reverse of the said last mentioned course, South 7° 56' East 15.72 feet to the said mentioned pipe at the top of the bank; thence running with the division line between the lot now being described and a 0.477 acre lot adjoining hereto on the East to be conveyed to Robert and Marie Basil, South 7° 56' East, 239.25 feet to an original iron pipe set in the first mentioned North 74° 18' West, 936.61 foot line; thence leaving the said lot to be conveyed to the said Robert and Marie Basil and running with part of the said last mentioned line which is now the center of the 20.0 foot road first mentioned in this description, North 74° 18' West, 190.3 feet to the place of beginning. Containing 1.06 acres of land, according to a survey and plat by J. Revell Carr, July, 1949. BEING part of the hereinbefore mentioned 9.1 acre tract, according to a plat filed among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod F-4, Plat 12, as surveyed by J. Revell Carr, July, 1947. The above mentioned 20.0 foot road or right of way extends from the County Road Westerly to the waters of Back Creek, its center line being the entire Southern Boundary line of the said 9.1 acre portion.

BOOK 473 PAGE 184

251953

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.
Date &
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

Port Annapolis Associates, a Maryland limited partnership	7074 Bembe Beach Road	Annapolis, Maryland	21403	
---	-----------------------	---------------------	-------	--

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

SECURITY NATIONAL BANK, 2000 M St., N.W., Washington, D.C. 20036				
--	--	--	--	--

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

Security National Bank
2000 M Street, N.W.
Washington, D.C. 20036

Mailed to:

RECORD FEE 20.00
POSTAGE .50
#16475 C040 R01 T12:27
MAY 8 84

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)	SECURED PARTY
PORT ANNAPOLIS ASSOCIATES	SECURITY NATIONAL BANK
By: <u>Arthur A. Birney</u>	_____(Seal)
Arthur A. Birney, General Partner	Corporate, Trade or Firm Name)
By: <u>William J. Butler, Jr.</u>	By: <u>David G. Fleming</u>
William J. Butler, Jr., General Partner	Signature of Secured Party or Assignee
By: <u>John S. Meneely</u>	<u>DAVID G. FLEMING, Vice Pres.</u>
(Type or print name under signature) John S. Meneely, General Partner	(Owner, Partner or Officer and Title) (Signatures must be in ink)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY -8 PM 12:39

E. AUBREY COLLISON
CLERK



2000

SCHEDULE A TO THE FINANCING STATEMENT

The property covered by this Financing Statement is:

(a) Inventory Collateral. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or are to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds (collectively the "Inventory"); and

(b) Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively the "Receivables"); and

(c) Furniture, Fixtures, Machinery, Equipment, Supplies, Personal Property, Bulkhead, Slips and Piers Collateral. All of the Debtor's present and future furniture, fixtures, machinery, equipment, supplies, personal property, bulkheads, slips and piers of every type and nature now or hereafter used or useable or held for sale or lease in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds.

(d) All machinery, apparatus, equipment, fittings, fixtures, furniture, building materials or related supplies and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon the hereinafter described real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter called "Equipment") and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and

power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien hereby perfected by the filing of this Financing Statement.

DESCRIPTION OF REALTY:

See Schedule "B" to the Financing Statement attached hereto and incorporated herein by reference.

RECORD OWNER OF REALTY:

Port Annapolis Associates, a Maryland limited partnership.

SCHEDULE "B" TO THE FINANCING STATEMENT

All that certain real property located in Anne Arundel County, Maryland and described as follows:

Parcel I:

BEGINNING for the same at a small stone heretofore planted in the Southerly outline of the whole tract hereinafter mentioned, the said stone is distant North 73° 55' West 40.44 feet from the center of a 30.0 foot road leading in a Northerly direction through the said whole tract; thence running from the said beginning point so fixed and with the said Southerly outline as now surveyed, North 73° 55' West, 918.86 feet to an original iron pipe at the tide lines of Back Creek and the Southwest corner of the said whole tract; thence still with the outlines and the said tide lines of Back Creek, the five following courses and distances: North 68° 10' East 81.9 feet; North 18° 43' East 129.5 feet; North 8° 36' East 154.6 feet; North 2° 35' West 110.4 feet; North 40° 42' West 37.2 feet; thence leaving said tide lines and the outlines and running for a division between the property now being described and that of Albert R. E. Berbe adjoining hereto on the North, North 73° 40' East 36.2 feet to an iron pipe at the base of a 12-inch dead oak snag; thence South 74° 18' East 921.61 feet to another iron pipe on the West side of the 30.0 foot road first mentioned in this description; thence continuing said last mentioned course, South 74° 18' East 15.0 feet to the center of said road; thence leaving the said Albert R. E. Berbe tract and with the center of said road, South 15° 07' West 485.64 feet to intersect the Southerly boundary line of the said whole tract first mentioned in this description; thence leaving said 30.0 foot road and with part of said line, North 73° 55' West 40.44 feet to the place of beginning. Containing within the lines of this description ten and two one-hundredths (10.02) acres of land, according to a survey and plat made by J. Revell Carr, Surveyor, July, 1947.

Parcel II:

BEGINNING for the same at an iron pipe heretofore set at a twelve inch dead oak snag as shown on the 9.1 acre portion conveyed to Albert Berbe, all as shown on the plat hereinafter mentioned; the said iron pipe and place of beginning is at the end of the North 74° 18' West 936.61 foot line as shown on the said mentioned plat; thence running from the said beginning point so fixed and with the center of a 20.0 foot road now laid out and with part of the outlines South 73° 40' West 36.2 feet to the tide lines of Back Creek; thence leaving said 20.0 foot road and with said tide lines, North 40° 42' West, 117.8 feet, North 28° 59' East, 42.47 feet, North 59° 14' East, 54.36 feet and North 73° 30' East, 200.56 feet to a point distant North 7° 56' West, 15.72 feet from an iron pipe at the top of the bank; thence leaving said tide lines and with and reverse of the said last mentioned course, South 7° 56' East 15.72 feet to the said mentioned pipe at the top of the bank; thence running with the division line between the lot now being described and a 0.477 acre lot adjoining hereto on the East to be conveyed to Robert and Marie Basil, South 7° 56' East, 239.25 feet to an original iron pipe set in the first mentioned North 74° 18' West, 936.61 foot line; thence leaving the said lot to be conveyed to the said Robert and Marie Basil and running with part of the said last mentioned line which is now the center of the 20.0 foot road first mentioned in this description, North 74° 18' West, 190.3 feet to the place of beginning. Containing 1.06 acres of land, according to a survey and plat by J. Revell Carr, July, 1949. BEING part of the hereinbefore mentioned 9.1 acre tract, according to a plat filed among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod F-4, Plat 12, as surveyed by J. Revell Carr, July, 1947. The above mentioned 20.0 foot road or right of way extends from the County Road Westerly to the waters of Back Creek, its center line being the entire Southern Boundary line of the said 9.1 acre portion.



National Mortgage
FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 188

Name of Filing Officer

251954

FINANCING STATEMENT 1340023

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) JOHN T. HILLIARD & SUSAN C. HILLIARD
(HUSBAND AND WIFE)
122 LINDEN AVENUE, MAYO, MD 21106

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

June 1 2014

This Financing Statement covers the following types (or items) of Property:

REFRIGERATOR, RANGE, WASHER, DRYER, WALL TO WALL
CARPET

RECORD FEE 12.00
POSTAGE .50
#16500 CO40 R01 T13:24
MAY 8 84

The above described items of property are affixed to a dwelling house located on:
122 LINDEN AVENUE, MAYO, MD 21106 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of
Trust dated May 3 1984 from JOHN T. HILLIARD & SUSAN C. HILLIARD
(HUSBAND AND WIFE)
to National Mortgage Funding Corporation, which has been recorded among the Land Records
of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

SECURED PARTY

JOHN T. HILLIARD

NATIONAL MORTGAGE FUNDING CORPORATION

SUSAN C. HILLIARD

BY:

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY -8 PM 1:40

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

120/3

BOOK 473 PAGE 190

SCHEDULE A

All that lot of ground situate in Anne Arundel County, Maryland, being known and designated as Lot No. 35, as shown on the Plat entitled "Broadview Estates, Section 2", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 84, folio 15.

Mailed to Secured Party

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

ADC, INC.

By

R. D. Graham Executive
for A.D.C. INC. Officer

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By

Charles C. [Signature]
Vice President

FINANCING STATEMENT

Maryland
L-71-UCC
Rev. 9/78

Date 5/2/84
Statement No. _____
Liber _____ Folio _____

This Financing Statement is presented to the Clerk of Courts for filing and recording pursuant to the provisions of Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland.

TO BE RECORDED IN THE LAND RECORDS
(check if lien is to be taken on fixtures)

1. Debtor(s):	<u>Name</u>	<u>Address</u>
	Allen Gertz & Pamela C. Gertz	Box 1213 St. Stephens Rd. Crownsville, Maryland 21032

2. Secured Party: Southern Md. Production Credit Association
Address: P. O. Box 99, Rt. 231, Hughesville, Md. 20637

3. This Financing Statement covers the following types of property if covered:

- OTHER COLLATERAL (give type)
- ACCOUNTS RECEIVABLE, CONTRACT RIGHTS
- CROPS
- MACHINERY AND EQUIPMENT
- LIVESTOCK AND SUPPLIES USED OR PRODUCED IN FARMING OPERATIONS
- FIXTURES
- INVENTORY
- PROCEEDS AND PRODUCTS OF COLLATERAL
- ALL STOCK OR RIGHTS TO STOCK OF THE DEBTOR IN THE SECURED PARTY
- ALL AFTER ACQUIRED COLLATERAL OF THE ABOVE TYPES

4. Where collateral is crops or fixtures the farm involved is described as follows: Located in 2nd Election District, Anne Arundel County, Maryland, and is bounded on the North by lands of _____ ; on the East by lands of _____ ; on the South by lands of _____ ; and on the West by lands of _____ and contains approximately _____ acres.

PRODUCTION CREDIT ASSOCIATION
(Secured Party)

Allen Gertz
Allen Gertz (Debtor)

Pamela C. Gertz
Pamela C. Gertz (Debtor)

By Catherine L. Boswell
(Authorized Representative)

(Debtor)

(Debtor)

After recordation the Clerk is requested to mail this Financing Statement to
Southern Maryland Production Credit Association
(address)

15207 Marlboro Pike
Upper Marlboro, Md. 20772

RECEIVED FOR RECORDS
CLERK OF COURTS
1984 MAY -8 PM 3:33
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE 50
MAY 9 1984

T

Mailed to Secured Party

105

maryland national bank

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s) Address(es)
 Linwood G. Koger, III, M.D. 20 Ridgely Avenue
 Suite #105
 Annapolis, Maryland 21404

6 Secured Party Address
 Maryland National Bank P.O. Box 871
 Attention: D. Wicker Annapolis, Maryland

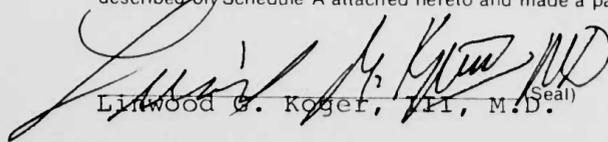
RECORD FEE 11.00
 RECORD TAX 105.00
 POSTAGE 50
 #16554 045 R01 T15:33

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

MAY 8 84

- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference


 Linwood G. Koger, III, M.D. (Seal)

Secured Party
Maryland National Bank

 (Seal)

____ (Seal)
 ____ (Seal)
 ____ (Seal)

Peggy A. Hall, Commercial Banking Officer
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY -8 PM 3:45

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

11.00
105.00
50



National Mortgage
FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 195

Name of Filing Officer

251066

FINANCING STATEMENT 19943

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) RANDOLPH C. HOPKINS & PAMELA L. HOPKINS
(husband and wife)
1424 REGENT STREET, ANNAPOLIS, MD 21401

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

May 1 1999

This Financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, DISPOSAL, VENT FAN, HEAT PUMP,
WALL TO WALL CARPET

RECORD FEE 12.00
POSTAGE .50
#16600 C040 R01 T10:51

MAY 9 84

The above described items of property are affixed to a dwelling house located on:

1424 REGENT STREET, ANNAPOLIS, MD 21401

County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated April 6 1984 from RANDOLPH C. HOPKINS & PAMELA L. HOPKINS (husband and wife) to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

SECURED PARTY

X *Randolph C. Hopkins*
RANDOLPH C HOPKINS

X *Pamela L. Hopkins*
PAMELA L HOPKINS

NATIONAL MORTGAGE FUNDING CORPORATION

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS COUNTY

BY: *E. Aubrey Collison*

1984 MAY -9 AM 11:06

E. AUBREY COLLISON
CLERK

12.8

Filed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 473 PAGE 196 AA 00 - Md
CM 05 \$12.50
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James B. Fleck d/b/a Fleck Machine Company
Address 7177 Ridge Road
Hanover, Maryland 21076

RECORD FEE 12.00
POSTAGE .50

251057

2. SECURED PARTY

Name First Maryland Leasecorp
Address Post Office Box 1596
25 South Charles Street
Baltimore, Maryland 21203
Attn: Elaine Klinger

#16587 0345 R01 T10:33
MAY 9 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) used Mitutoyo Coordinate Measuring Machine, Model B231, Granite, s/n 8206325, Electronic Console, s/n A220825X; including, without limitation, all additions, attachment, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James B. Fleck d/b/a
Fleck Machine Company

(Signature of Debtor)

James B. Fleck 4-27-84
Type or Print Above Name on Above Line
JAMES B. FLECK

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

Donald H. Hoyer, Jr.
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORDS
COUNTY OF BALTIMORE
MAY 9 1984 11:11 AM
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.00
80

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated January 9, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CPT Corporaton

Address 8100 Mitchell Road, Eden Prairie, MN 55344

2. SECURED PARTY

Name Citicorp Industrial Credit, Inc. 109816-001

Address 470 Totten Pond Road, Waltham, MA 02154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"s attached hereto and made a part thereof.

Not subject to recordation tax.

RECORD FEE 13.00
POSTAGE 50
#16588 C345 R01 T10:33
MAY 9 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CPT Corporation

Jimmy Anderson
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Citicorp Industrial Credit, Inc.

William H. Henderson
(Signature of Secured Party)

WILLIAM H. HENDERSON
Type or Print Above Signature on Above Line

RECEIVED IN RECORDS
CIRCUIT COURT OF BALTIMORE COUNTY
1984 MAY -9 AM 11:11
E. AUBREY COLLISON
CLERK

13.00
50

SCHEDULE "A"

CPI Corporation Word Processing Equipment including, but not limited to all replacements, parts, repairs, additions and attachments incorporated herein, or affixed hereto:

SALES ORDER 019739 CONTRACT NUMBER 40837 USE HEADER COMMISSIONS? N
 SOLD-TO UARAPG FINANCE & ACCOUNTING OFFICER INSTALLED-AT 103
 ATTN: STEAP-CO-E BUILDING 314 ROOM 147
 ABERDEEN PROVING GND MD 21005
 PROO-SERIAL-NO COMM DESCRIPTION INSTL-DT RENT/MONTH DEALER COMMS NET MONTHLY RENT
 A044-190U5278 024 ROTARY VIII PRINTER 2/01/83 78.00 0.00 78.00
 A082-29839A 024 8000 WP CONSOLE 2/04/82 286.00 0.00 286.00
 A082-26764A 024 8000 WP CONSOLE 2/04/82 286.00 0.00 286.00
 A081-22226 024 MULTIPLEXER 2/04/82 9.00 0.00 9.00
 ***** TOTAL RENT FOR CONTRACT, TOTAL SO FAR ***** 659.00 0.00 659.00 89,536.89

CPI Corporation Word Processing Equipment including, but not limited to all replacements, parts, repairs, additions and attachments incorporated herein, or affixed hereto:

SCHEDULE "A"

SALES ORDER 387913 CONTRACT NUMBER 07098 USE HEADER COMMISSIONS7
 SOLD-TO UARABD DEPT OF THE ARMY FINANCE & ACCOUNTING OFFICE INSTALLED-AT 103 N
 ARRAOCOM BLDG 3409 DOVER NJ 07801 CSL BLDG E5695 BILLING FREQUENCY: MONTHLY
 PROD-SERIAL-NO A310-223423A 024 8525 WORD PROCESSOR CONSOLE 7/18/83 ABERDEEN PROVING GD. MD 21005
 A934-21470A 000 8500 KEYBOARD (88 CHAR) 7/18/83 RENT/MONTH DEALER COMMS NET MONTHLY RENT
 ***** TOTAL RENT FOR CONTRACT, TOTAL SO FAR ***** 318.00 0.00 318.00 375,586.62

Area Covered City

STATE OF MARYLAND

251969

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated January 9, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CPT Corporation
Address 8100 Mitchell Road, Eden Prairie, MN 55344

2. SECURED PARTY

Name Citicorp Industrial Credit, Inc. 109816-001
Address 470 Totten Pond Road, Waltham, MA 02154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"s attached hereto and made a part thereof.

Not subject to recordation tax.

RECORD FEE 25.00
POSTAGE .50
#18589 C345 R01 T10=36

MAY 9 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CPT Corporation

X Sammy Anderson
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Citicorp Industrial Credit, Inc.

William H. Henderson
(Signature of Secured Party)

WILLIAM H. HENDERSON
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORDS
CIRCUIT COURT, BALTIMORE COUNTY
1984 MAY -9 AM 11:11
E. AUBREY COLLISON
CLERK

25.00
50

SCHEDULE "A"

CPT Corporation Word Processing Equipment including, but not limited to all replacements, parts, repairs, additions and attachments incorporated herein, or affixed hereto:

/SALES ORDER 386188 CONTRACT NUMBER 06059 USE HEADER COMMISSIONS? N BILLING FREQUENCY: MONTHLY
 SOLO-TO UNAMM U S NAVAL ACADEMY INSTALLED-AT 105 ACADEMIC DEAN ADMIN.

161 SUPPLY OFFICE		ANNA POLIS		MD 21402	
PROD-SERIAL-NO	COMM	DESCRIPTION	INSTL-OT	RENT/MONTH	DEALER COMMS
A044-19009371	024	ROTARY VIII PRINTER	6/02/83	105.00	0.00
A934-20162	024	8500 KEYBOARD (88 CHAR)	6/02/83	372.00	0.00
A310-220165A	024	8525 WORD PROCESSOR CONSOLE	6/02/83	34.00	0.00
A047-216216	024	MECHANICAL SHEETFD MECHANISM	6/02/83		
				511.00	0.00
				511.00	
					332,344.58

***** TOTAL RENT FOR CONTRACT, TOTAL SO FAR *****

SCHEDULE "A"

CPT Corporation Word Processing Equipment including, but not limited to all replacements, parts, repairs, additions and attachments incorporated herein, or affixed hereto:

CT832CT832R1

SELECTED CONTRACTS FOR RENTAL BASE SALE

RUN-DATE: 10-14-83

PAGE: 29

SALES ORDER	CONTRACT NUMBER	USE HEADER COMMISSIONS?	BILLING FREQUENCY:
015839	24340	N	MONTHLY
SOLD-TO UARFOP	USA INTEL. SCTY. COMMAND	USA INTEL. SCTY. COMMAND	
	HO SPT. DIVISION	HO SPT. DIVISION	
	BLOG. 45540, 2ND FLOOR	BUILDING 4552	
	FT. HEADE	FT. HEADE	
	MO 20755	MO 20755	
PROD-SERIAL-NO	DESCRIPTION	INSTL-OT	RENT/MONTH
A035-33050	ROTARY V PRINTER	7/16/81	120.00
A035-51959	ROTARY V PRINTER	6/30/81	120.00
A035-49166	ROTARY V PRINTER	6/30/81	120.00
A081-2211	MULTIPLXER	6/30/81	9.00
A930-16497	8000/8100 KEYBOARD	6/30/81	0.00
A930-16127	8000/8100 KEYBOARD	6/30/81	0.00
A082-23554A	8000 HP CONSOLE	6/30/81	332.00
A082-23529A	8000 HP CONSOLE	6/30/81	332.00
A930-15144	8000/8100 KEYBOARD	6/30/81	0.00
A930-12758	8000/8100 KEYBOARD	6/30/81	0.00
A082-24739A	8000 HP CONSOLE	6/30/81	332.00
A082-24225A	8000 HP CONSOLE	6/30/81	332.00
***** TOTAL RENT FOR CONTRACT, TOTAL SO FAR *****			
		1,697.00	0.00
		1,697.00	62,432.97

BOOK 473 PAGE 202

SCHEDULE "A"

CPT Corporation Word Processing Equipment including, but not limited to all replacements, parts, repairs, additions and attachments incorporated herein, or affixed hereto:

PROO-SERIAL-NO	COMM	NO 20755	DESCRIPTION	U S ARMY HQ COMMAND BUILDING 8501 FT MEADE	INSTL-OT	RENT/MONTH	MD 20755 DEALER COMMS	NET MONTHLY RENT
A182-30120A	024		8100 WP CONSOLE		5/19/82	361.00	0.00	361.00
A930-24772	000		9000/8100 KEYBOARD		5/19/82	0.00	0.00	0.00
A930-22080	000		8000/8100 KEYBOARD		5/19/82	0.00	0.00	0.00
A182-18260A	024		8100 WP CONSOLE		5/19/82	361.00	0.00	361.00
A182-31841A	024		8100 WP CONSOLE		5/19/82	120.00	0.00	120.00
A035-74521	024		ROTARY V PRINTER		5/19/82	120.00	0.00	120.00
A035-60516	024		ROTARY V PRINTER		5/19/82	120.00	0.00	120.00
A035-42457	024		ROTARY V PRINTER		5/19/82	0.00	0.00	0.00
A930-15041	000		8000/8100 KEYBOARD		5/19/82	0.00	0.00	0.00
				***** TOTAL RENT FOR CONTRACT, TOTAL SO FAR *****		1,443.00	0.00	1,443.00
								150,971.13

SCHEDULE "A"

CPT Corporation Word Processing Equipment including, but not limited to all replacements, parts, repairs, additions and attachments incorporated herein, or affixed hereto:

SALES ORDER 386189 CONTRACT NUMBER 06060 USE HEADER COMMISSIONS? N BILLING FREQUENCY: MONTHLY
 SOLD-TO UNAMM U S NAVAL ACADEMY INSTALLED-AT 104 DIRECTOR OF RESEARCH BLDG. 234
 161 SUPPLY OFFICE ANNA POLIS NAVAL STATION HANGAR
 ANNA POLIS MO 21402
 PROD-SERIAL-NO COMM DESCRIPTION INSTL-DT RENT/MONTH DEALER COMMS NET MONTHLY RENT
 A934-20159 024 8500 KEYBOARD (88 CHAR) 6/02/83 0.00 222.00 0.00 222.00
 A034-564027 024 ROTARY VII PRINTER MECHANISM 6/02/83 34.00 34.00 0.00 34.00
 A047-216204 024 MECHANICAL SHEETFD MECHANISM 6/02/83 372.00 372.00 0.00 372.00
 A310-220309A 024 8525 WORD PROCESSOR CONSOLE 6/02/83 628.00 0.00 628.00
 ***** TOTAL RENT FOR CONTRACT, TOTAL SO FAR ***** 332,972.58

BOOK 473 PAGE 204

SCHEDULE "A"

CPT Corporation Word Processing Equipment including, but not limited to all replacements, parts, repairs, additions and attachments incorporated herein, or affixed hereto:

CT832CT832R1

SELECTED CONTRACTS FOR RENTAL BASE SALE

RUN-DATE: 10-14-83

PAGE: 157

SALES ORDER 387840 CONTRACT NUMBER 06872 USE HEADER COMMISSIONS? N BILLING FREQUENCY: MONTHLY
 SOLD-TO UNAMANN U S NAVAL ACADEMY INSTALLED-AT 106 US NAVAL ACADEMY

161 SUPPLY OFFICE
 ANNAPOLIS MD 21402 LUCE HALL ANNAPOLIS
 PROO-SERIAL-NO COMM DESCRIPTION INSTL-DT RENT/MONTH DEALER COMMS NET MONTHLY RENT
 A934-13244 024 8500 KEYBOARD (88 CHAR) 7/05/83 0.00 0.00
 A310-212906 024 8525 WORD PROCESSOR CONSOLE 7/05/83 372.00 0.00
 A044-19007598 024 ROTARY VIII PRINTER 7/05/83 105.00 0.00

***** TOTAL RENT FOR CONTRACT, TOTAL SO FAR ***** 477.00 0.00 477.00 374,403.87

BOOK 473 PAGE 205

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name N. Greenwald, Inc.

Address 2411 Crofton Lane, #22B, Crofton, Maryland 21114

2. SECURED PARTY

Name S. M. Christhilf & Son, Inc.

Address Timonium Rd. & Harrisburg Expressway, Timonium, MD 21093

Leasing Service Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Leasing Service Corporation
P.O. Box 1680,
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

Mailed to: _____

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

N. Greenwald, Inc.

N. Greenwald
(Signature of Debtor)

N. Greenwald, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

S. M. Christhilf & Son, Inc.

Fred Freund
(Signature of Secured Party)

Fred Freund, V. President

Type or Print Above Signature on Above Line

RECORD FEE 17.00
POSTAGE 50
#16850 C345 R01 11:11
MAY 9 84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY -9 PM 1:47

E. AUBREY COLLISON
CLERK

17.00
50



ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 18, 1984, between S. M. Christhilf & Son, Inc. as Seller/Lessor/Mortgagee and N. Greenwaid, Inc., 2411 Crofton Lane, #22B, Crofton, Maryland 21114 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 56,303.98 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18th day of April, 19 84

S. M. Christhilf & Son, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

EQUIPMENT LEASE AGREEMENT

BOOK 473 PAGE 208

'LESSOR': S. M. Christhif & Son, Inc.
Timonium Rd. & Harrisburg Expressway
Timonium, Maryland 21093

'LESSEE': N. Greenwald, Inc.
2411 Crofton Lane, #22B
Crofton, Maryland 21114

On the 18th day of April, 19 84, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):

See Schedule "A" attached hereto and made a part hereof.

*except that there shall be no payments made during the months of February and March of the years 1985, 1986 and 1987.

Table with financial details: TOTAL RENT \$56,189.48, ADVANCE RENT Paid Herewith \$4,577.50, BALANCE OF RENT \$51,611.98, No Purchase Option available hereunder \$0, No Renewal Option available hereunder \$0.

Equipment to be located at: 2411 Crofton Lane, #22B Crofton, Maryland 21114

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment, and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Lessor") and upon such assignment, Lessee agrees not to assert against the Lessor and any subsequent Assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the original lessor who has executed this lease agreement and/or any subsequent Lessor, whether arising hereunder or otherwise.

the first 37 installments shall each be in the amount of \$ 1,358.21, plus any applicable sales tax, and the final installment shall be in the amount of \$ 1,358.21, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order.

Title to equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: S. M. Christhif & Son, Inc. (SEAL) (Print Name of LESSOR Here)

By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)

Attest: Secretary

Witness:

N. Greenwald, Inc. (SEAL) (Print Name of LESSEE Here)

By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)

Attest: Secretary

Witness:

This instrument was prepared by

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 18, 19 84 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Power Curber Model 3500 Slipform Paver powered by a Lester Model ST-2 Air Cooled Diesel Engine with transfer feed auger, Hydrostatic Crawler drive, two hydraulic circuits, two Hydraulic vibrators with hangers, proportional grade, slope and steering control, Without limiting any of the terms and conditions of the above-mentioned Equipment Lease Agreement, Lessee grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:			S/N 35384009
One (1)	Power Curber Slipform/Paver powered by a Allis Chalmer Watercooled Diesel Engine - 4 Cylinder This machine also includes the following attachments: (1) Offset Frame with Hopper (2) One (1) Curb and Gutter Mold (3) Six Foot Hydraulically driven conveyor (4) Honeywell Proportional Electronic Controls (5) Two (2) Hydraulic Vibrators (6) Wash down water system		5500	S/N 551182029
One (1)	John Deere Crawler Dozer with Cab Guard	1974	350B	1710981
One (1)	John Deere	1970	350BE	1338071
One (1)	Ford Flatbed Dump	1974	F-350	F37YCU28272
One (1)	Ford Dump	1971	F-350	F36YCL25634
One (1)	International Tractor Loader		4400	4794
One (1)	Ford	1978	Ranchero	8448S127076
One (1)	Truck	1977	F600	F60DBY40287
One (1)	International Crawler Dozer		TD7	4580

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

S. M. Christhilf & Son, Inc.

By:

John G. Christhilf VP

Purchaser, Mortgagor or Lessee:

N. Greenwald, Inc.

By:

N. W. Greenwald, Inc. Pres.

BOOK 473 PAGE 211

25197T

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Mildred May Powell
#11 Marylander MHP.
Odenton, Md. 21113

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL 11.00
- TERMINATION #16654 C345 R01 113:24
POSTAGE .50
MAY 9 84

Name & address of Secured Party

United Savings & Loan Association
501 Maple Avenue, West
Vienna, Va. 22180

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1984 Guardian, 70X14, Serial #AI19225A

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Mailed to Secured Party

CR
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY -9 PM 1:48

E. AUBREY COLLISON
CLERK

Describe Real Estate if applicable:

Mildred May Powell
Signature of Debtor if applicable (Date)

J. C. S. Powell 4/24/84
Signature of Secured Party if applicable (Date)

11.00
58
Revised 7-1-82

FILING OFFICER COPY

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Gregory M. Nieman
Susan L. Stanton
Kenneth W. Nieman

6 Zona Pkwy./ Parkway Village
Laurel, Md. 20810 A.A. Co.

RECORD FEE 13.00
POSTAGE .50
#16655 0345 R01 T11:25
MAY 9 84

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1 1984 new Redman Flamingo 60 x 14 Serial 14352
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Gregory M. Nieman
Gregory M. Nieman
Susan L. Stanton
Susan L. Stanton
Kenneth W. Nieman
Kenneth W. Nieman

THE SAVINGS BANK OF BALTIMORE
BY Michelle Giacalone

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and M&M Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

Mailed to Secured Party

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY

1984 MAY -9 PM 1:48

E. AUBREY COLLISON
CLERK

CG
CLERK

15.00
50

251973

BOOK 473 PAGE 213

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Thomas S. Coyne II Beverly A. Coyne	Severn Mobile Home Park Lot 57 Severn, MD 21144

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203
---	---

RECORD FEE 15.00
POSTAGE .50
#16656 0345 R01 113:25
MAY 9 84

1. This financing Statement covers the following types (or items) of property (the collateral).
1984 New Liberty FIK 56x14 Mobile Home Serial #70153
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Thomas S. Coyne II
Thomas S. Coyne II
Beverly A. Coyne
Beverly A. Coyne

Secured Party

THE SAVINGS BANK OF BALTIMORE

BY Michelle Paschke

RECORD FEE 12.00
POSTAGE .50
#16657 0345 R01 113:27
MAY 9 84

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

Mailed to Secured Party

15.00
50

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY

1984 MAY -9 PM 1:48

E. AUBREY COLLISON
CLERK



National Mortgage
FUNDING CORPORATION

251074

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 214

19465

Name of Filing Officer

FINANCING STATEMENT

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) Samuel Peter Cannioto and Catherine K. Cannioto
(Husband and Wife)
1525 Wampanoag Drive Severn, Maryland 21144

RECEIVED FOR RECORD
CIRCUIT COURT ANN ARUNDEL COUNTY
1984 MAY -9 PM 3:33
E. AUBREY COLLISON
CLERK

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

June 1, 2014

This Financing Statement covers the following types (or items) of Property:

Range, Dishwasher, Disposal, Heat Pump, Wall to Wall Carpet

RECORD FEE 12.00
MISTAKE .50
RECORD COST 102 113.50
MAY 9 84

The above described items of property are affixed to a dwelling house located on:

1525 Wampanoag Drive Severn, Maryland 21144 County of Anne Arundel

For a more particular description of the property, reference is hereby made to a Deed of Trust dated May 7, 1984 from Samuel Peter Cannioto and Catherine K. Cannioto to National Mortgage Funding Corporation, which has been recorded among the Land Records of Anne Arundel County, Maryland.

MORTGAGOR(S) SIGNATURE(S)

Samuel Peter Cannioto
Samuel Peter Cannioto
Catherine K. Cannioto
Catherine K. Cannioto

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY:

Doty Gardner 125

Mailed to Secured Party

030680

BOOK 473 PAGE 215

251975

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$ 50,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Jones of Annapolis, Inc.
BY; Marjorie F. Jones

2056 Generals Highway
Annapolis, Maryland 21401

Secured Party

Address

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

One new 953 cat, Serail #52571 #52571 *mg*

RECORD FEE 12.00
RECORD TAX 150.00
POSTAGE .50
MAY 10 1984

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1984 MAY 10 AM 10:20
RECEIVED FOR RECORD
CLERK COUNTY, A. COUNTY
E. AUBREY COLLISON
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

Jones of Annapolis, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Marjorie Jones*
Marjorie F. Jones, president

Marjorie F. Jones, individually

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

12-
350-
50

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 35,937.16

To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Chastain-Tilghman, Inc. t/a Best Impressions	8 Randall St. Annapolis, MD 21401

<u>Secured Party</u>	<u>Address</u>

Assignee:

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

19 x 26 Harris Aurelia Press S/N 43016
Hamada 770CDX Press S/N HS-17486/HSC 5684

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 MAY 10 AM 10:20
 E. AUBREY COLLISON
 CLERK

RECORD FEE 12.00
 RECORD TAX 249.50
 STATE FEE .50
 (111) COST 110:18
 MAY 10 84

Debtor (or Assignor)
 Chastain-Tilghman, Inc.
 t/a Best Impressions

R. Murray Chastain
 R. Murray Chastain, President

Secured Party (or Assignee)
 FARMERS NATIONAL
 BANK OF MARYLAND

BY *Nathan Leventhal*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

12-
248
2/25

FINANCING STATEMENT

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

American Glass Co.		308 Legion Avenue,	Annapolis,	Maryland 21401
--------------------	--	--------------------	------------	----------------

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

Allstate Financial Corporation	4660 Kenmore Ave., #701,	Alex,	VA	22304
--------------------------------	--------------------------	-------	----	-------

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All present and hereafter created accounts receivable, contract rights, general intangibles, certificates of deposit, Debtor's interest in any returned, repossessed or unshipped goods, together with all of Debtor's books of account, ledger cards and records: All furniture, fixtures, tools and equipment, all vehicles: All computer programs and systems owned or operated in connection therewith: All inventory: All of the above securing present and future advances.

ASSIGNEE: Walter E. Heller & Company Southeast, Inc.
3500 Biscayne Blvd.
Miami, Florida 33137

(If affixed to realty—state value of each article)

RECORD FEE 21.00
POSTAGE 50
POSTAL DIST NO. 110-22
MAY 10 1984

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

AMERICAN GLASS CO.

Ronald Lambert President
 Ronald S. Lambert, President
Ronald S. Lambert President
 (Type or print name under signature)

ALLSTATE FINANCIAL CORPORATION
(Seal)
(Corporate, Trade or Firm Name)

Eladio G. Ellis, Jr. President
 Signature of Secured Party or Assignee
 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

E. AUBREY COLLISON
CLERK

1984 MAY 10 AM 10:24

RECEIVED FOR RECORDS
CLERK COURT, A.A. COUNTY

ALLSTATE FINANCIAL CORPORATION
P.O. BOX 3008
ALEXANDRIA, VA. 22302

RETURN TO:

Mailed to:

21-50

PURCHASE AND SECURITY AGREEMENT AND GUARANTY

THIS AGREEMENT is made this 4TH day of MAY, 19 84, by and among ALLSTATE FINANCIAL CORPORATION, hereinafter called "Allstate"; AMERICAN GLASS CO., hereinafter called "Borrower," and Ronald S. Lambert, hereinafter called (jointly and severally) "Guarantor."

1. Purchase of Accounts. The Borrower will from time to time offer to sell to Allstate, and Allstate will purchase from Borrower, such open accounts receivable, book debts, notes, drafts, acceptances, contracts, and choses in action (hereinafter collectively called "Accounts" and individually called "Account") arising in the ordinary course of business of Borrower, as are acceptable to Allstate. Allstate will advance to Borrower at the time of the purchase of accounts a percentage of the face value thereof; and the remainder, hereinafter called the reserve, (less any charges, discounts or deductions and plus any overpayments), will be paid to Borrower immediately upon payment in full of any such accounts to Allstate by the parties indebted thereon (hereinafter referred to as the "Debtor(s)"). The amount of the advance and reserve will be agreed to by Allstate and Borrower at the time of purchase of Accounts. No such payments need be made by Allstate in respect of any accounts purchased or assigned hereunder, if Borrower is in default in the performance of any provisions of this agreement with respect to any accounts whatsoever. Borrower covenants and agrees to execute a schedule of accounts, in a form approved by Allstate, vesting in Allstate, all the Borrower's right, title and interest in and to said Accounts, with any securities or guarantees therein and in and to the property evidenced thereby, including the right of stoppage in transit.

2. Charges. Borrower shall pay the cost of filing any financing statement or other public records required, at Allstate's discretion, to perfect a security interest in the collateral (described below) offered by Borrower as security for the performance by Borrower (and the debtors of the Borrower) of Borrower's obligations hereunder. In addition, Allstate shall deduct from the reserve paid to Borrower the charges shown on the Rate Sheet attached hereto, as "discounts."

3. Representations and Covenants. The Borrower represents, warrants and covenants to Allstate with respect to each Account, as of the date of delivery and purchase of each such Account (a) Borrower's principal place of business, its financial books and records relating to the Accounts and the Accounts are located at the address set forth below; (b) Borrower owns the Accounts free and clear of liens, security interests, or encumbrances and will not assign, sell, mortgage, lease, transfer, pledge, grant a security interest in or encumber or otherwise dispose of or abandon any part or all of the Accounts without the prior written consent of Allstate; (c) Borrower has made proper entries upon its books, disclosing the absolute sale of Accounts to Allstate; (d) each of the Debtors named in the Account has legal capacity to contract and is indebted to Borrower in the amount indicated in the books and records of Borrower; (e) every Account is a certain undisputed claim for the amount set forth in the schedule of accounts, represents a sale and delivery of personal property sold, or work and labor done by Borrower, is not subject to any setoff or counterclaim, and will not be contingent upon the fulfillment of any contract or condition whatsoever, and Allstate may verify all such Accounts or any portion thereof; (f) each Debtor named in each account is solvent, and will remain so until the maturity thereof, and each Account will be paid in full on or before the date shown on its due date on the schedule of Accounts, and if not so paid Borrower will, upon demand, promptly pay any amount represented to be owing thereon to Allstate; (g) if any Debtor objects to the quality or quantity of property sold or work and labor done by Borrower, or rejects, returns, or fails or refuses to accept or receive any property represented by any Account, or if such property is rerouted or reconsigned, then the Borrower will forthwith pay to Allstate the amount represented to be owing on such Account, and in the case of any property returned to Borrower, Borrower will hold such property in trust for Allstate and subject to its order, until payment is made therefor by Borrower to Allstate; (h) if any allowance or credit on any account is given by Borrower, then Borrower shall pay the amount thereof immediately to Allstate; (i) Borrower, upon demand, will open all mail only in the presence of a representative of Allstate, who may take therefrom any remittances on Accounts sold by Borrower; (j) Allstate may endorse the name of Borrower upon any such remittances, if payable to Borrower, and may sign and endorse the name of Borrower on any invoice, freight bill, bill of lading, storage receipt, warehouse receipt, or any other instrument or document in respect of any Account, and may sign the name of Borrower on any notices Allstate may give to Debtors; (k) Allstate may, from time to time, enter Borrower's premises to inspect, check, make copies of or extracts from the books, Accounts, orders, and original correspondence relating to Accounts, and Borrower will make available its books, records and files to Allstate at any time for such purposes; (l) Allstate may hold for purchase or as security any Accounts, property, securities, guaranties, or monies of Borrower, which may at any time be assigned to, delivered to, or come into the possession of Allstate, and may apply these or the proceeds thereof to the payment of any amounts which at any time, then or thereafter, are or might be owing to Allstate by Borrower; (m) if any Debtor suspends business, requests a general extension of time within which to pay its debts, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy, or in equity for receivership, or for reorganization under the Bankruptcy Code or any amendment thereof is filed by or against any Debtor, or a creditors' committee is named for any Debtor, or in the event of the occurrence of any act whatsoever amounting to a business failure by any Debtor, then in such event Borrower will immediately pay to Allstate the amount represented to be owing by such Debtor on any Account; (n) if Borrower fails to perform promptly or violates any of the promises or obligations herein contained, then Borrower shall pay Allstate all attorney's fees, court costs, and all other expenses which may be expended or incurred by Allstate to obtain or enforce payment of any Account, either against the Debtor, Borrower, or any guarantors, or expended or incurred in the prosecution of any action against Borrower or any guarantors concerning any matter growing out of or connected with the subject matter of this agreement and Accounts purchased herein; (o) Borrower will execute and deliver to Allstate any and all instruments or documents, and do any and all things, necessary or convenient to carry into effect the provisions of this agreement, and to facilitate the collection of any Accounts.

4. Collection of Accounts. Borrower hereby authorizes Allstate to collect Accounts from the Debtors. Borrower agrees that it will transmit and deliver to Allstate in Alexandria, Virginia, on the dates of receipt thereof, all original checks, notes, drafts, acceptances, or other evidences or forms of payment received by Borrower in payment of, or on account of, any Accounts sold to Allstate, and Allstate shall accept at par, subject to payment, all such remittances. Allstate may notify any Debtor or Debtors of the assignment of Accounts by Borrower, and may collect such Accounts directly from any such Debtor, and Borrower does hereby constitute and appoint Allstate its attorney in fact irrevocably for it and in its name, and at the cost and expense of Borrower, to demand, collect, compromise, sue for, and institute and complete any action or proceedings whatsoever for the collection of any monies due upon any accounts.

5. Lien and Security Interest; Assignment of Receivables.

(a) To secure the payment of any of its obligations to Allstate, Borrower hereby grants to Allstate a continuing security interest in all personal property and fixtures in which Borrower has an interest, now or hereafter existing or acquired, and wheresoever located, tangible or intangible, including but not limited to all present and hereafter existing or acquired equipment, goods, inventory, furniture, receivables, Accounts, security agreements, notes, bills, acceptances, installment paper, certificates of deposit, tax refunds, insurance proceeds, conditional sale or lease contracts, chattel mortgages or deeds of trust, general intangibles, and contract rights, and all other hypothecations, and promises or duties to pay money, now or hereafter owned or acquired by Borrower, and all proceeds and collections thereof, all guaranties and other security therefore, and all right, title and interest of Borrower in Any repossessed or unshipped goods, together with all of debtors books of account, ledger cards and records; all vehicles; all computer programs and systems owned or operated in connection therewith; all of the above securing present and future advances.

Allstate Financial Corporation
4660 Kenmore Avenue
Alexandria, Virginia 22304

Prepared by:

John Colton

and all proceeds, products, returns, additions, accessions and substitutions of and to pay any of the foregoing (all of which is sometimes hereinafter referred to collectively as "Collateral"). Allstate shall have the right to use the name of Borrower in enforcing Allstate's rights hereunder.

(b) The Borrower will make due and timely payment or deposit of all taxes, assessments, or contributions required by law which may be lawfully levied or assessed with respect to any of the Collateral and will execute and deliver to Allstate, on demand, appropriate certificates attesting to the timely payment or deposit of all such taxes, assessments or contributions. The Borrower will use the Collateral for lawful purposes only, and with all reasonable care and caution, and in conformity with all applicable laws, ordinances and regulations. At its own cost and expense the Borrower will keep the Collateral in first class order, repair and condition.

(c) Allstate shall at all times have free access to and the right of inspection of any part or all of the Collateral and any records of the Borrower (and the right to make extracts from such records), and the Borrower shall deliver to Allstate the originals or true copies of such papers and instruments relating to any or all of the Collateral as Allstate may request at any time.

(d) Upon request of Allstate, Borrower shall pledge, assign and deliver the Collateral to Allstate at its office in Alexandria, Virginia, or such other places as Allstate may designate, together with schedules executed by Borrower, listing the Collateral and fully and correctly specifying in adequate detail the aggregate unmatured, unpaid face amount of each item of account and the amount of the deferred installments thereof falling due each month. The schedule shall be of form and tenor satisfactory to Allstate. Each payment of money to Borrower, and each assignment and delivery of Collateral pursuant to such payment covered by each schedule shall constitute and be a single transaction, separate from and independent of every other schedule, but the provisions of this Agreement shall apply to each and every such transaction. Any representations, warranties, guaranties or other undertakings of Borrower contained in said schedules or endorsed on any Collateral or otherwise entered into by or on behalf of Borrower by any of its officers or agents shall be binding on Borrower and shall not limit any of Borrower's warranties, guaranties, or other undertakings contained in this Agreement, but all such warranties, guaranties and undertakings and all rights and remedies of Allstate hereunder or under said schedules, endorsement or other undertakings shall be cumulative and none is exclusive. Borrower agrees that Allstate may from time to time verify the validity, amount and other matters relating to the Collateral by means of mail, telephone or otherwise in the name of Borrower, Allstate or such other name as Allstate may choose.

(e) Failure of Borrower to include any item of Collateral in any schedule, or failure to deliver physical possession of any instruments, documents or writings in respect of any Collateral shall not invalidate Allstate's lien and security interest therein, except to the extent that possession may be required by applicable law for the perfection of said lien or security interest.

(f) Failure of Allstate to demand or require Borrower to include any items of Collateral in any schedule, to execute any schedule, to assign and deliver any schedule, or to deliver physical possession of any instruments, documents or writings related to the Collateral shall not relieve Borrower of its duty to do so.

(g) After the occurrence of any event of default, as defined in Paragraph 7 hereof, and until such default is either cured or waived by Allstate in writing, Allstate may, without prior notice to Borrower, apply all or any part of the proceeds of any advance or advances thereafter made upon any schedule or schedules to reduction of Borrower's loan account or payment of any of Borrower's obligations.

(h) All purchases and advances by Allstate to Borrower under this Agreement and under all other future agreements constitute one transaction, and all indebtedness and obligations of Borrower to Allstate under this and under all other agreements, present and future, constitute one general obligation secured by collateral and security held and to be held by Allstate hereunder and by virtue of all other agreements between Borrower and Allstate, now and hereafter existing. It is distinctly understood and agreed that all of the rights of Allstate contained in this Agreement shall likewise apply insofar as applicable to any modification of or supplement to this Agreement and to any other agreements, present and future, between Allstate and Borrower.

(i) Without written consent of Allstate, Borrower will not allow any Financing Statement or Notice of Assignment of Accounts Receivable other than those executed or filed by Borrower or Allstate as a result of purchases or advances hereunder to be on file in any public office covering any of Borrower's accounts receivable, proceeds thereof or other matters subject to the security interest granted to Allstate in this Paragraph 5 of this Agreement.

6. *Prefunding.* Allstate may, from time to time, in its sole discretion advance monies to Borrower (a "prefunding") when there are no accounts upon which Allstate can obtain a lien as described in paragraphs 1 and 5 hereof. In the event such a prefunding is made, the parties agree to the following:

(a) *Accounts* — a hypothetical gross receivable will be created for each prefunding.

(b) *Advance* — the hypothetical gross receivable will be funded with actual dollars in the same manner and at the same advance rate (unless otherwise specified in the memorandum described in d below) as an actual receivable is funded. Thus, for example, if the Borrower desires 15,000.00 cash, has no accounts as defined in paragraph 1 hereof for security, and the advance rate being used by the parties is 60%, Allstate may, in its sole discretion, advance \$15,000.00 against a hypothetical gross receivable of \$25,000.00.

(c) *Charges* — the discounts charged on a prefunding will be applied in the same manner and at the same rates (unless otherwise specified in the memorandum described in d below) as the discounts applied to the purchase of actual accounts. Thus, for example, if \$15,000.00 is advanced against a hypothetical gross receivable of \$25,000.00, Borrower shall, at the time of repayment of the prefunding, repay the \$15,000.00 plus the applicable discount specified in the Rate Sheet herein.

(d) *Duration and Method of Repayment of a Prefunding* — the duration and method of repayment of a prefunding will be summarized in a memorandum prepared by Allstate prior to Allstate's disbursement of funds. Furthermore, if the parties agree to an advance and/or charge which differs from that specified on the Rate Sheet, changes will be noted in this memorandum. Said memorandum will clearly identify, by the dollar amount of the hypothetical gross receivable and the schedule number, the prefunding which it governs. This memorandum will be signed by both parties and the original shall remain in Allstate's possession.

(e) *Remedies* — Allstate may use all of the other security, accounts, and protections afforded by this agreement to satisfy the repayment of a prefunding. If Borrower does not repay a prefunding and earned discounts or is otherwise in default with Allstate, Allstate may apply such amounts otherwise due Borrower from other accounts or other assets which are secured by Allstate for any purpose to the repayment of a prefunding.

7. *Default.* If Borrower defaults in the performance of any provision of this Agreement, suspends business voluntarily or involuntarily, makes an assignment for the benefit of creditors, or if a receiver is appointed for the property of Borrower, or if a petition in bankruptcy, or in equity for receivership, or for reorganization under the Bankruptcy Code or any amendment thereof, is filed by or against Borrower, or a creditor's committee is named for Borrower, or in the event of occurrence of any act whatsoever amounting to a business failure by Borrower, or if borrower fails to notice Allstate of any change in officers, directors or stockholders of Borrower not occasioned by death, Allstate shall have the following rights and remedies in addition to all the rights and remedies provided in this Agreement and in the Uniform Commercial Code in force in the State of Virginia at the date of this Agreement, all such rights and remedies being cumulative and not exclusive:

(a) Borrower will, on demand, repurchase from Allstate all the outstanding and unpaid Accounts, and will pay Allstate therefor the aggregate principal amount owing thereon, plus charges accrued thereon, attorney's fees, interest at the prime rate in effect of the date of default at the Capital Bank, Washington, D.C., all expenses of collection, and other charges or expenses paid or incurred by Allstate in respect of Accounts, Debtors, Borrowers or Guarantors, or in the prosecution or defense of any actions in respect of this Agreement, or Accounts purchased hereunder, less any amounts payable by Allstate to Borrower hereunder; and upon failure to do so, Allstate may liquidate Accounts by sale at

public or private sale, on ten (10) days notice by registered mail to Borrower, or on such notice as may be required by law, at which sale Allstate may bid for and purchase Accounts free from any right or equity of redemption of Borrower, and the net proceeds of such sale shall be applied against the repurchase price, and the Borrower shall be entitled to any surplus, or shall pay any deficiency, and

(b) Allstate may, at any time and from time to time, with or without process of law and with or without the aid and assistance of others, enter upon any premises whatsoever in which the Collateral or any part thereof may be located, and without resistance or interference by the Borrower, take possession of the Collateral; and/or dispose of all or any part of the Collateral on any premises of the Borrower; and/or require the Borrower to assemble and make available to Allstate all or any part of the Collateral at any place and time designated by Allstate which is reasonably convenient to Allstate and the Borrower; and/or remove all or any part of the Collateral from any premises on which any part thereof may be located for the purpose of effecting sale or other disposition thereof; and/or sell, resell, lease, assign and deliver, or otherwise dispose of, the Collateral or any part thereof in its existing condition or following any commercially reasonable preparation or processing, at public or private proceedings, in one or more parcels at the same or different times with or without having the Collateral at the place of sale or other disposition, for cash, upon credit or for future delivery, and in connection therewith Allstate may grant options, at such place or places and time or times and to such persons, firms or corporations as Allstate deems best, and without demand for performance or any notice or advertisement whatsoever except that where an applicable statute requires reasonable notice of sale or other disposition, the Borrower hereby agrees that five (5) days notice by ordinary mail, postage prepaid, to any address of the Borrower set forth on this Agreement, of the place and time of any public sale or of the place and time after which any private sale or other disposition may be made, shall be deemed reasonable notice of such sale or other disposition; and/or liquidate or dispose of the Collateral or any part thereof in any other commercially reasonable manner.

The Borrower hereby waives all equity and right of redemption. Allstate may buy any part or all of the Collateral at any public sale and if any part or all of the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations Allstate may buy at private sale, all free from any equity or right of redemption which is hereby waived and released by the Borrower, and Allstate may make payment therefor (by endorsement without recourse) in notes of the Borrower to the order of Allstate in lieu of cash to the amount then due thereon which the Borrower hereby agrees to accept.

Allstate may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorneys' fees if this Agreement or any of the obligations of Borrower to Allstate is referred to any attorney for enforcement, to all legal expenses, court costs, collection charges, travel and other expenses which may be incurred by Allstate in attempting to collect the payment of any obligations to Allstate or to enforce this Agreement and realize upon the Collateral, or in the prosecution or defense of any action or proceeding related to the subject matter of this Agreement; and then to the payment of any obligation to Allstate, in such order and as to principal or interest as Allstate may desire; and the Borrower shall at all times be and remain liable and, after crediting the net proceeds of sale or other disposition as aforesaid, will pay Allstate on demand any deficiency remaining, including interest thereon and the balance of any expenses at any time unpaid, with any surplus to be paid to the Borrower.

(c) Allstate shall have the right to notify the U.S. Postal Service authorities to change the address for the delivery of mail addressed to Borrower to such address as Allstate may designate and Borrower hereby grants to Allstate an irrevocable Power of Attorney to sign and execute all forms necessary for the change of address, and Borrower hereby designates Allstate as its agent to receive and open Borrower's mail.

8. *Modifications.* Allstate may, without notice to Borrower, grant extensions to, or adjust claims, or make compromises, compositions, or settlements with Debtors with respect to any Accounts, or securities or insurance applying thereon, without affecting the liability of Borrower hereunder.

9. *Waiver.* Borrower waives notice of nonpayment, protest, and demand, or notice of protest and demand, of any Accounts, or any securities or instruments relating to any such Accounts. The waiver by Allstate of any breach of this Agreement, or any warranty or guaranty herein, shall not be construed as a waiver of any subsequent breach. The failure to exercise any right hereunder by Allstate shall not operate as a waiver of such right. All rights and remedies herein are cumulative and not alternative.

10. *Guaranty.*

(a) Guarantor is a party to this Agreement for the purpose of inducing Allstate to advance monies to or purchase accounts from Borrower.

(b) Guarantor hereby unconditionally guarantees the prompt and complete performance by Borrower of all the covenants and conditions of this Agreement, and liabilities of every kind and nature of the Borrower to Allstate, whether now existing or hereafter created or arising, and payment of all damages, costs and expenses that by virtue of this Agreement might be recoverable by Allstate from Borrower.

(c) This guaranty shall continue for as long as the Borrower shall be indebted to Allstate.

(d) Guarantor's obligations hereunder are derived from Borrower and Guarantor shall not be entitled to, and shall not assert any defense to which Borrower is not entitled.

(e) This guaranty shall extend to all present and future advances or repurchases by Allstate to or from Borrower.

(f) Allstate shall not be required to exhaust its remedies against Borrower before proceeding against Guarantor; and, Allstate may, at its discretion, proceed against either or both in any order it chooses.

(g) Any indebtedness of Borrower now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Borrower to Allstate.

(h) This guaranty shall not be discharged or in any way affected by the death of Guarantor.

(i) Guarantor hereby agrees to any modification of any terms or conditions of any obligation owed to Allstate by Borrower and/or to any extension or renewal of time of payment or performance by the Borrower or any Guarantor.

11. *Benefit.* This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

12. *Place of Business.* Borrower warrants and represents that its only places of business are those set forth below and that Allstate will be notified promptly of any change of location of any place of business or record keeping or the addition of any new place of business or record keeping. Borrower further warrants and represents that the only office where it keeps records concerning the Accounts herein referred to is its chief place of business set forth below.

13. *Assignment.* This Agreement may be assigned by Allstate without notice to Borrower. However, neither this Agreement nor the Guaranty herein may be assigned by Borrower or Guarantor without written consent of Allstate.

14. *Amendment.* This Agreement contains the entire agreement of the parties hereto, and neither shall be bound by anything not expressed in writing.

15. *Construction; Consent to Service of Process.*

(a) The validity, interpretation and effect of this Agreement and Guaranty shall be governed by the laws of the State of Virginia. The Borrower and Guarantor hereby consent to the jurisdiction of all Courts in Virginia and hereby appoint Stephen R. Pickard, whose address is 115 Oronoco Street, Alexandria, Virginia, 22313, as Borrower's and Guarantor's agent for service of process. Said appointment by Borrower and Guarantor is for the sole purpose of acceptance of service of process and no other; and Borrower and Guarantor shall pay all costs and expenses incurred by said agent in notifying Borrower and/or Guarantor of the service of any process or service of other notices regarding this agreement.

(b) Borrower and Guarantor, each individually and separately, agree to notify Allstate and the agent referred to above, in writing, of any change in address which differs from that appearing on this contract. Borrower and Guarantor also agree that if they do not notify Allstate and agent by certified mail of any change in the address of the chief place of business of the Borrower, and the principal residence(s) of the Guarantor(s), that process and notices may be sent to the

last known address communicated to Allstate in that manner and that notice shall be good, valid and binding upon them.
(c) Borrower and Guarantor hereby authorize said agent to send notice to each of them, via certified mail, return receipt requested, at Borrower's chief place of business listed below and Guarantor's prime residence listed below; if Borrower's chief place of business and Guarantor's principal place of residence are in the State of Virginia, and Borrower and Guarantor have complied with paragraph (b) hereof, then said notification shall be by normal service of process or mail and not through the agent.

16. *Power of Attorney-Borrower.* Borrower hereby appoints and authorizes Allstate as its attorney-in-fact to endorse on its behalf Borrower's name on checks, or other forms of remittance received where such endorsement may be required to effect collections, or on and as to any forms of Collateral, such as letters of credit, deeds of trust, notes, deeds, etc., where said Collateral must be looked to by Allstate for collection of Borrower's debts hereunder. This power shall permit Allstate to deal generally in all respects, without restriction, in and with any of the property that constitutes either the Accounts secured hereunder, or the Collateral described herein. This power of attorney shall be deemed to be coupled with an interest and shall not be revoked and cannot be revoked except with the prior written consent of Allstate.

17. *Power of Attorney - Guarantor.* Guarantor hereby appoints Allstate as his/her attorney-in-fact to deal generally in all respects, without restriction, in and with all of the property owned by Guarantor that forms part or all of the Accounts secured hereunder or the Collateral described herein. This power of attorney shall permit Allstate to deal with said property as if said property were owned by Allstate. This power of attorney shall be deemed to be coupled with an interest and shall not be revoked except with the prior written consent of Allstate.

18. *Term.* This Agreement shall begin on the date first written above and continue in full force and effect for a period of one (1) year except that the warranties and representations given hereunder to Allstate and the remedies of Allstate for breach of such warranties and representation shall survive the termination of this Agreement. Such termination shall also not affect the rights of Allstate in enforcing its remedies concerning any Collateral after a default by Borrower which occurred before the termination hereof or in enforcing its rights and remedies against Guarantor.

19. *Continuing Purchases.* The parties contemplate a continuous course of purchase of Accounts by Allstate and concurrent advances to Borrower during the term of this Agreement. Borrower shall offer to Allstate accounts in the face amount of at least \$ 10,000.00 per month. Borrower warrants that it shall not enter into any other factoring or similar agreement with any other entity or person during the term of this Agreement without prior written consent of Allstate. In the event Borrower breaches this covenant, Borrower shall pay to Allstate, in addition to any other rights and remedies Allstate may have hereunder, the sum of \$ 1,000.00 as liquidated damages for said breach.

20. *Continuing Effect.* The provisions of this Agreement and Guaranty shall apply to all present and future transactions whereby Allstate advances monies to Borrower or whereby Borrower sells or assigns Accounts to Allstate.

IN WITNESS WHEREOF Borrower has executed this Agreement, and Allstate has noted its acceptance by its authorized employee.

(Corporate Seal)

Attest:

Barbara L. Lambert
Secretary

Barbara L. Lambert



AMERICAN GLASS CO. INC.

MARYLAND - 1978

ALLSTATE FINANCIAL CORPORATION

BY: *Elaine Arty*

STATE OF VIRGINIA

CITY, COUNTY, DISTRICT OF

On this 4th day of May, 19 84, before me, the undersigned Notary, personally appeared

Ronald S. Lambert

of American Glass Co.

a corporation, and that he as such being

authorized to do so, executed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

President

J. P. ...
Notary

My commission expires: 4/29/88

STATE OF VIRGINIA

CITY, COUNTY, DISTRICT OF Alexandria

On this 4th day of May, 19 84, before me, the undersigned Notary,

personally appeared Ronald S. Lambert

who is either known to me or has satisfactorily proved himself to be the person sworn, and he, being sworn, executed and acknowledged the foregoing Security Agreement and Guaranty as his act and deed.

J. P. ...
Notary

My commission expires: 4/29/88

AMERICAN GLASS CO.

Address: 308 Legion Avenue

Annapolis, Maryland 21401

By: *Ronald S. Lambert*
Ronald S. Lambert President

Ronald S. Lambert
Ronald S. Lambert Guarantor

Address: 438 Havenholme CT

438 Havenholme Ct

Arnold Md 21012

Guarantor

Address:

19

11129.5

BOOK 473 PAGE 222

10.00
58

E. AUBREY COLLISON
CLERK

00:11:00 AM 11:00
MAY 10 1984

RECEIVED FOR RECORD
CIRCUIT COURT
QUANTICO COUNTY

BL
CLERK

Mailed to Secured Party

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 228146 in Office of W. Francis Lippincott, DA, MD (County and State)
LIBER 414 Page 433 (Filing Office)
Debtor or Debtors (name and Address):
MICHAEL A. & SHIRLEY JOHNS
345 GLEN ROAD
PASADENA, MD. 21122

The said Filing Office, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARIES
Secured Party
Severna Park, Maryland 21145
By: [Signature] Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .30
#16731 C345 R01 109:52
MAY 10 84

BOOK 473 PAGE 223

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 248671

RECORDED IN LIBER 465 FOLIO 59 ON August 17, 1983 (DATE)

1. DEBTOR: Name William W. Larash, Jr

Address 1493 Crofton Parkway Crofton, Maryland 21114

2. SECURED PARTY: Name Peoples Security Bank of Maryland

Address 4351 Garden City Drive, Landover, Maryland 20785

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input checked="" type="checkbox"/></p>	<p>C. TERMINATION.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 4 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>	<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>	

1978 Catalina 27' , Official #617437 30hp Atomic Four engine, #203065

RECORD FEE 10.00
POSTAGE .50
#16734 C345 R01 T09:56
MAY 10 84

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated May 7, 1984

D. J. Gillespie
(Signature of Secured Party)

D. J. Gillespie, Senior Vice President
Type or Print Above Name on Above Line

87-10

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY
1984 MAY 10 AM 11:01
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

1000
50

251980

BOOK 473 PAGE 224

1412098583

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)
Allen Charles H.
1888 Brockbridge Rd.
Jessup, Md 20794
2. Secured Party(ies) and Address(es)
Ford Motor Credit Co.
1101 North Pt. Blvd.
Baltimore, Md. 21224

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
RECORD FEE 11.00
POSTAGE .50
1 NEW FORD 1710 TRACTOR 4WD S/N U602744
1 NEW FORD 770B-1 LOADER S/N WL40269
w/ 1000 BUCKET
MAY 10 84

Check if covered: [] Proceeds of collateral covered [] Products of collateral covered
4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel

Signature of Debtor: Charles H. Allen
Signature of Secured Party: Jean Fitz
Ford Motor Credit Co.

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 MAY 10 AM 11:02
E. AUBREY COLLISON
CLERK

Mailed to Secured Party
11.00
.50

E. AUBREY COLLISON
CLERK

1984 MAY 10 AM 11:02

RECEIVED FOR RECORD
CLERK
COUNTY CLERK

BOOK 473 PAGE 225

251981

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) <i>LARRIMORE, FRANCIS E. 6731 RITCHIE HWY GLEN BURNIE, MD 21061</i>	2. Secured Party(ies) and Address(es) <i>Ford Motor Credit Co. 1181 North Pt. Blvd. Baltimore, Md. 21224</i>
---	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

*FORD 1710 TRACTOR 4WD MODEL AL3136 S/N ULL03423
FORD 930-3 42" ROTARY MOWER S/N YH0593C
FORD 912 6' HYDRAULIC DOZER BLADE S/N WX0292D*

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:
Anne Arundel

RECORD FEE 11.00
POSTAGE 50
#16734 0345 R01 110:28
MAY 10 84

Francis E. Larimore

(SIGNATURE OF DEBTOR)

(SIGNATURE OF DEBTOR)

Ford Motor Credit Co.
(NAME OF SECURED PARTY)

BY: *Jean Fitz*

Mailed to Secured Party
11.00
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 251982

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John F. Lukas and Susan B. Lukas
Address 222 Severn Ave., Annapolis, MD 21403

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street, Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 12.00
#16755-0345 R01 T10:29
MAY 1084

4. This financing statement covers the following types (or items) of property: (list)

1966 Pearson 44'6" Countess
serial # 54
Single Siesel Perkins, 85 H.P.
serial # MDJA19798176

Generator
Radar
Loran
VHF
SSB
Dinghy and Outboard

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John F. Lukas

(Signature of Debtor)

John F. Lukas

Type or Print Above Name on Above Line

Susan B. Lukas

(Signature of Debtor)

Susan B. Lukas

Type or Print Above Signature on Above Line

Joseph M. Duvalet

(Signature of Secured Party)

Joseph M. Duvalet

Type or Print Above Signature on Above Line

E. AUBREY COLLISON
CLERK

1984 MAY 10 AM 11:02

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

Mailed to Secured Party

12.00

251983

TO BE RECORDED IN THE LAND RECORDS
FINANCING STATEMENT
(FIXTURES)

File No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>AMERICAN SECURITY STORAGE OF ANNAPOLIS, INC. 11 Hudson Street Annapolis, Maryland 21401</p> <p>and</p> <p>8520 Rainswood Drive Landover, Maryland 20785</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>EQUITABLE BANK, NATIONAL ASSOCIATION 100 South Charles Street Baltimore, Maryland 21201</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
--	---

RECORD FEE 11.00
 POSTAGE .50
 #16756 C345 R01 J10-28
 MAY 10 84

3. This Financing Statement covers the following types (or items) of property: All of the Debtor's machinery, equipment and fixtures, whether now owned or hereafter acquired, all present and future additions, attachments, accessions, substitutions and replacements thereof and thereto, and all products and proceeds of the foregoing in any form whatsoever, including insurance proceeds, cash proceeds, accounts, instruments, documents, chattel paper, contract rights and general intangibles.

4. Proceeds and products of collateral are covered hereunder.

5. The above goods are to become fixtures on (Describe real estate):

11 Hudson Street, Annapolis, Maryland 21401

6. The name of a record owner of the real estate is: James A. Day

7. Montgomery County only: Tax Account Number _____

8. Baltimore City only: Block Reference _____

9. This transaction ~~is~~ (is not) exempt from the recordation tax.
The principal amount of the debt initially incurred is: \$517,000.00 of which \$388,126.48 is tax exempt

10. Number of additional sheets, if any, attached hereto: _____

11. RETURN TO: Weinberg and Green (JCK)
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:
AMERICAN SECURITY STORAGE OF ANNAPOLIS, INC.

(Type Name)

By: *James A. Day*
James A. Day, President

(Type Name and Title of Person Signing)

April 23rd, 1984

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

I hereby certify that recordation tax is currently being paid to the State Department of Assessments and Taxation. ^{11.00} ₅₇

J. Clinton Kelly
J. Clinton Kelly

Mailed to Secured Party

1984 MAY 10 AM 11:02
 E. AUBREY COLLISON
 CLERK



aa6

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. This Termination Statement shall apply to Original Financing Statement:

File No. 247737 Dated June 14, 1983
Record Reference Liber 462, page 571

- 2. DEBTOR is:

Name: American Security Storage of Annapolis, Inc. (Last Name First)

Address: 11 Hudson Street, Annapolis, Maryland 21401

- 3. SECURED PARTY is:

Name: Maryland National Bank

Address: 1713 West Street, Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE 50
#16757 0345 R01 110:30
MAY 10 84

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Weinberg and Green (JCK)
100 South Charles Street
Baltimore, Maryland 21201

Mailed to:

SECURED PARTY:

MARYLAND NATIONAL BANK

Date: 4/23/1984

By: [Signature] (Title)

Brenda Trusty
Retail Bank Representative

(Print or type name and title of person signing)

RECEIVED FOR RECORD
CLERK COURT, A.A. COUNTY
1984 MAY 10 AM 11:02
E. AUBREY COLLISON
CLERK



10.50

006

251984

FINANCING STATEMENT

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and Address: AMERICAN SECURITY STORAGE OF ANNAPOLIS, INC. 11 Hudson Street Annapolis, Maryland 21401 and 8520 Rainswood Drive Landover, Maryland 20785</p>	<p>2. SECURED PARTY: EQUITABLE BANK, NATIONAL ASSOCIATION 100 South Charles Street Baltimore, Maryland 21201</p>
---	---

RECORD FEE 11.00
 POSTAGE .50
 #16758 0345 R01 110:31

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property: MAY 10 84

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed,

(Cont'd)

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 CIRCUIT COURT, BALTIMORE COUNTY
 1984 MAY 10 AM 11:02
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

11.00
 .50

or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever (including insurance proceeds).

4. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is
\$ 517,000.00 of which \$388,126.48 is tax exempt

5. RETURN TO: Weinberg and Green (JCK)
100 South Charles Street
Baltimore, Maryland 21201

DEBTOR:

AMERICAN SECURITY STORAGE OF ANNAPOLIS, INC.

By: James A. Day, President

James A. Day, President

April 23RD, 1984
(Date Signed by Debtor)

I hereby certify that recordation tax is currently being paid to the State Department of Assessments and Taxation.

J. Clinton Kelly
J. Clinton Kelly

STATE OF MARYLAND

BOOK 473 PAGE 231

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244411

RECORDED IN LIBER 454 FOLIO 335 ON September 24, 1982 (DATE)

1. DEBTOR

Name American Security Storage of Annapolis, Inc.

Address 11 Hudson Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, Glen Burnie, Maryland 21061

Weinberg and Green (JCK) 100 South Charles Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50

#16759 C345 R01 T10:31
MAY 10 84

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Secured Party hereby subordinates its security interests in any and all inventory, goods, equipment, machinery, fixtures and other assets of Debtor of every and any kind, whether now owned or hereafter acquired by Debtor to a security interest granted or to be granted to Equitable Bank, National Association, in all property and assets of Debtor, whether now owned or hereafter acquired, including, without limitation, all equipment, machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, documents, documents of title, inventory, accounts, notes, instruments, chattel paper, tax refunds, contract rights, general intangibles and books and records, as well as all products and proceeds of the foregoing. Except that Secured Party's interest in Datsun C5000 Lift Truck, Serial No. CPF02020791 equipped with 187 inch mast, side shifter, L.P. Gas, plus all attachments and accessories thereto and Datsun C5000 Forklift, 88-203 Mast, 60 inch forks, L.P. System, side shifter, I.H.R., Flasher, Serial No. CPF02-021-566, including any and all products and proceeds on both above vehicles, shall not be subordinated and is retained.

American Security Storage of Annapolis Inc.

James A. Day
(Signature of Debtor)
James A. Day, President
Type or Print Above Name on Above Line

Credit Alliance Corporation

Philip D. Cooper
(Signature of Secured Party)
Philip D. Cooper
Type or Print Above Name on Above Line

Dated

April 23, 1984

Mailed to Secured Party

10.00
50

E. AUBREY COLLISON
CLERK

1984 MAY 10 AM 11:02

CHECKED FOR STATEMENT



Anne Arendel @ 4/11 B

BOOK 473 PAGE 232

251985

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 4/6/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pasadena 4 A Rentals
8004 Jumpers Hole Rd.
Address Pasadena, Md. 21122

2. SECURED PARTY

Name John Deere Company
Address Court St. & Deere Rd. Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From

RECORD FEE 11.00
POSTAGE 50
#16760 C345 R01 T10:32

3. Maturity date of obligation (if any) _____

MAY 10 84

4. This financing statement covers the following types (or items) of property: (list)

- 1 John Deere #90 Skid Steer Loader S/N L09OLM0190073
- 1 DW S-2 3000 Lb. Trailer D-1-025358

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1984 MAY 10 AM 11:02
E. AUBREY COLLISON
CLERK

(Signature of Debtor)

Pasadena 4A Rentals
Type or Print Above Name on Above Line

Reese Diggs
(Signature of Debtor)

Reese Diggs
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

A.J. Kirsch
Type or Print Above Signature on Above Line

A.J. Kirsch, Div. Mgr.

Mailed to Secured Party

11.00
50

Anne Arundel ② 4/11 B

BOOK 473 PAGE 233

251986

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 4/6/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pasadena 4 A Rentals
8004 Jumpers Hole Rd.
Address Annapolis, Maryland 21122

2. SECURED PARTY

Name John Deere Company
Address Court St. & Deere Rd. Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 750
- 1 John Deere Deisel Trac with MFWD / ROPS Hydraulics S/N CH07505008131
 - 1 John Deere 67 Loader with Grill Guard/Stand
 - 1 John Deere 550 Tiller, 50 Box Scraper
 - 1 John Deere Misc. items 31 Post Hole, 54 Rotary Cutter, 45 Blade
 - 1 Hudson Bros. 12' Trailer 10HHSE122EL000079

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE 50
#16781 C345 R01 110:33
MAY 10 84

(Signature of Debtor)

Pasadena 4 A Rentals
Type or Print Above Name on Above Line

Reese Diggs
(Signature of Debtor)

Reese Diggs
Type or Print Above Signature on Above Line

(Signature of Secured Party)

A.J. Kirsch
Type or Print Above Signature on Above Line

A.J. Kirsch, Div. Mgr.

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CIRCUIT COURT, A.A. COUNTY

1984 MAY 10 AM 11:02

E. AUBREY COLLISON
CLERK

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

Mailed to Secured Party

11:00
50

Anne Arundel @ 4/11 B

BOOK 473 PAGE 234

251987

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 4/6/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pasadena 4 A Rentals
Address 8004 Jumpers Hole Rd. Annapolis, Md. 21122

2. SECURED PARTY

Name John Deere Company
Address Court St. & Deere Rd. Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From

RECORD FEE
POSTAGE

11.00
.50

3. Maturity date of obligation (if any) _____

#16762 C345 R01 T10:33

MAY 10 84

4. This financing statement covers the following types (or items) of property: (list)

- 1 John Deere #212 Lawn and Garden Tractor W/ 39" Mower S/N 223535
- 1 John Deere #65 Riding Mower S/N 155432M

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECEIVED FOR RECORDS
CIRCUIT COURT, S.A. DISTRICT

1984 MAY 10 AM 11:02

E. AUBREY COLLISON
CLERK

(Signature of Debtor)

Pasadena 4 A Rentals
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Reese Diggs
Type or Print Above Signature on Above Line

John Deere Company

(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

A.J. Kirsch, Div. Mgr.

Mailed to Secured Party

11.00
1.50

Anne Arendel @ 4/11 B

BOOK 473 PAGE 235

751988

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 4/6/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pasadena 4 A Rentals
Address 8004 Jumpers Hole Rd. Pasadena, Md. 21122

2. SECURED PARTY

Name John Deere Company
Address Court St. & Deere Rd. Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 John Deere #125 Deisel Skid Steer Loader S/N L125LM1901133
- 1 John Deere Pallet Forks 36"
- 1 Am. Tr. Bradco Front Blade 6'
- 1 SB 600016 Snowbird Trailer

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are or are to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE 50
#18783 2345 R01 110-33
MAY 10 84

(Signature of Debtor)

Pasadena 4 A Rentals
Type or Print Above Name on Above Line

Reese Diggs
(Signature of Debtor)

Reese Diggs
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

A.J. Kirsch
Type or Print Above Signature on Above Line

A.J. Kirsch, Div. Mgr

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 10 AM 11:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00
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BOOK 473 PAGE 236

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 251989

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.

Address Defense Highway, 450 & 178, Annapolis, Maryland 21401

2. SECURED PARTY

Name Leasing Service Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 11.00
POSTAGE .50
#16764 C345 R01 T10:35
MAY 10 84

E. AUBREY COLLISON
CLERK

1984 MAY 10 AM 11:03

RECEIVED FOR RECORD
IN DEPT. OF REGISTRY
ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Baldwin Service Center, Inc.
Rhonda L. Baldwin, Pres.
(Signature of Debtor)

Rhonda L. Baldwin, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Service Corporation

Philip D. Cooper
(Signature of Secured Party)

Philip D. Cooper, Regional V.P.
Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00
50

ca LEASING SERVICE CORPORATION (the "LESSOR")
 P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

- 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021 Telephone: 212/421-3600
- 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94662 Telephone: 415/654-8615
- 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341 Telephone: 404/458-9211
- 2360 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018 Telephone: 312/298-5580
- P.O. BOX 8, PREL PLAZA • ORANGETOWN, NEW YORK 10962 Telephone: 914/339-8111

LEASE NO. 01092-4

BOOK 473 PAGE 237

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Baldwin Service Center, Inc.
 Defense Highway, 450 & 178
 Annapolis, Maryland 21401

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

ADP Dealer Services, Division of Automatic
 Data Processing, Inc.
 920 East Algonquin Road
 Schaumburg, Illinois 60195

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	<p>One (1) New ADP Computer System Series 6000 Model 6035, S/N with 35MB Winchester Disk, 192Kx06 memory, 11 user ports, 16K High Speed Firmware 1600 BPI Streaming Tape Drive/Auto-loadings, power line conditioner, remote Diagnostic port, 1200 Baud Modem, 10 2400' Magnetic Tapes, 10 600' Magnetic Tapes, 7ADP10A Video Terminals, 3 ADP120 Printing Terminals, 1 ADP50 Printing Terminal and 1 RDS325.</p> <p>**there will be no rent payment the second month of lease term.</p>

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY COUNTY STATE

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 1,729.07 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	59	\$ 102,015.13 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	60 **	\$ -0- <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ -0- <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or 4/19/84 whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Glen Burnie, Maryland

DATE EXECUTED BY LESSEE: April 19, 1984

DATE: April 19, 1984

LESSEE: Baldwin Service Center, Inc.

ca LEASING SERVICE CORPORATION

FULL LEGAL NAME

BY: Shoda L. Calderon, Pres.
AUTHORIZED SIGNATURE TITLE

BY: Philip D. Cooper, Regional
VICE PRESIDENT

BY: _____
AUTHORIZED SIGNATURE TITLE

LEASE COPY

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date, an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request.

Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered hereafter, kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

If Lessor supplies Lessee with items stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney in fact for Lessor. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, materials and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All alterations and improvements made to equipment shall belong to Lessor. Upon the expiration or termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will locate at risk and occupancy of the equipment or any portion thereof for each month or portion thereof, through the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatsoever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair or (b) pay Lessor in cash all of the following: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent of the cost of such item; and (iii) the unpaid balance of the Total Rent for the entire term of this lease attributable to such item, upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts numbered (i) and (ii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney in fact to make a claim for, receive payment of, and execute and endorse all documents, checks, or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges and taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets and property of every kind and wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliates of Lessor, whether hereunder or otherwise.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 15% added for attorney's fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisalment, stay or exemption laws then in force.

17. If Lessee fails to pay any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance hereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, any one or more of the foregoing being a default hereunder, then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment Lessee waiving any and all rights to any judicial hearing prior to any such retaking wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent); or (iii) retain equipment and attempt release of same (applying 80% of the reasonable rental value of the equipment, as determined by Lessor, for the unexpired initial term hereof to the unpaid balance of Total Rent). Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above, (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder, (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. Lessee and Lessor hereby waive any and all rights to a trial by jury in any action based hereon or arising hereunder.

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise; Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereinbelow, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C.A. Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereon. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

(Guarantor) (L.S.) _____ (L.S.)

(Guarantor) (L.S.) _____ (L.S.)

(Guarantor) (L.S.) _____ (L.S.)

238
473
BOOK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 FURNACE BRANCH RD
CITY & STATE: PO BOX 997
GLEN BURNIE MD 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) JOSEPH BALANCIER AND NELY BALANCIER		DATE OF THIS FINANCING STATEMENT 04-24-84	
2948 E PIERCE COURT		ACCOUNT NO. 890708881	TAB 81
FT MEADE MARYLAND CLERK OF COURT IN COUNTY		20755 FILE 9593	

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECEIVED FOR RECORD
 CLERK OF COURT IN BALTIMORE COUNTY
 1984 MAY 10 AM 11:03
 E. AUBREY COLLISON
 CLERK

RECORD FEE 12.00
 RECORD TAX 14.50
 POSTAGE .50
 #16765 C345 R01 T10:36
 MAY 10 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2497.91

BY Joyce M. Rally TITLE AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)
Joseph Balancier Jr. DEBTOR
Nely Balancier DEBTOR

Mailed to Secured Party

12.00
14.50
50

251091

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented:	Maturity Date (optional):
1. Debtor(s) (Last Name First and Address(es)): GLEASON, GLEN R GLEASON, RHONDA R BOONES MOBILE ESTATE Lot # 70 70 EDWARDS LANE BOONES MOBILE ESTATES LOTHIAN, MD 20711	2. Secured Party(ies): Name(s) and Address(es): JOY REAL ESTATE 6500 OLD BRANCH AVE, ST. 201 70 TEMPLE HILLS, MD 20784
4. For Filing Officer: Date, Time, No. Filing Office	

5. This Financing Statement covers the following types (or items) of property: 1974 HILLCREST, , Serial # 02111860H 12 X 70, 3 BR To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. <input checked="" type="checkbox"/> Proceeds— <input checked="" type="checkbox"/> Products of the Collateral are also covered.	6. Assignee(s) of Secured Party and Address(es) Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150 Mailed to: _____ <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. * Describe Real Estate Below
---	--

8. Describe Real Estate Here:	9. Name(s) of Record Owner(s):	RECORD FEE 12.00 POSTAGE .50
No. & Street	Town or City	County

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

#16766 0345 MAY 10 84

already subject to a security interest in another jurisdiction when it was brought into this state, or
 which is proceeds of the original collateral described above in which a security interest was perfected:
 GLEN R GLEASON S.S. # 577-98-9622
 RHONDA R GLEASON S.S. # 579-92-9453
 By Glen Gleason & Rhonda R. Gleason Signature(s) of Debtor(s)
 By Judy J. Lehnerhoff Signature(s) of Secured Party(ies)
 Green Tree Acceptance, Inc.

(9-72) (1) FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 MAY 10 AM 11:03
 E. AUBREY COLLISON
 CLERK

1200

TO BE RECORDED AMONG THE FINANCING STATEMENT
RECORDS OF THE CIRCUIT COURT OF ANNE ARUNDEL
COUNTY, MARYLAND

BOOK 473 PAGE 241

FINANCING STATEMENT

251992

1. Name and Address of Debtor

Hammonds Ferry, Inc.
804 North Hammonds Ferry Road
Linthicum, Maryland 21090

RECORD FEE 11.00
POSTAGE .50
#16767 C345 R01 T10:39
MAY 10 84

2. Name and Address of Secured Party

First American Bank of Maryland
210 East Lombard Street
Baltimore, Maryland 21202

3. This Financing Statement covers all of the following types of property (or items), and all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of the Debtor, wherever located, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Receivables. All of the Debtor's; (1) accounts, accounts receivable and general intangibles, both now owned and hereafter acquired, together with (a) all cash and non-cash proceeds thereof, and (b) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account, account receivable or general intangible and all cash and non-cash proceeds and products of all such goods; (2) chattel paper both now owned and hereafter existing, acquired or created, together with (a) all moneys due and to become due thereunder, (b) all cash and non-cash proceeds thereof, and (c) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to chattel paper and all cash and non-cash proceeds and products of all such goods; (3) property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, chattel paper and all cash and non-cash proceeds thereof; (4) instruments (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents), both now owned and hereafter acquired, together with (a) all moneys due and to become due thereunder and all rights incident thereto, (b) all cash and non-cash proceeds thereof, and (c) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an instrument and all cash and non-cash proceeds and products of all such goods; and (5) rights in and to all moneys, credits and funds credited or deposited to any deposit account now or hereafter maintained by the Secured Party in connection with the collection of any of the Debtor's property and goods described above.

C. Documents. All of the Debtor's documents and/or documents now owned and hereafter acquired, both negotiable and non-negotiable, including, without limitation, (a) any funds, securities, instruments, documents and other property which are paid, endorsed to, deposited with or under the control of the Secured Party in connection with or relative to any letter of credit issued by the Secured Party for the account of the Debtor and all goods and other property covered thereby and all products

E. AUSREY COLLISON
CLERK

1984 MAY 10 AM 11:03

11.00
50

and proceeds of such goods and other property, both cash and non-cash, and (b) all goods and other property covered by any such documents or shipped under or pursuant to or in connection with any such documents and all cash and non-cash proceeds and products thereof.

D. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (i) cash and non-cash proceeds deposited in any deposit accounts, and (ii) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

E. The Debtor certifies that the underlying transaction is exempt from Maryland Recordation Tax.

Debtor

Hammonds Ferry, Inc.

By Markos J. Pappas (Seal)
Markos J. Pappas, President

Mr. Clerk: Please return to Michael R. McGinnis, Esquire, c/o
Miles & Stockbridge, 10 Light Street, Baltimore,
Maryland, 21202

Mailed to: _____

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 \$ _____ AMOUNT OF

FINANCING STATEMENT

1. Debtor(s):

Charles G. Clark
 Name or Names—Print or Type
 222 West Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Carey Sales & Service, Inc.
 Name or Names—Print or Type
 3141-47 Frederick Avenue, Baltimore, Maryland 21229
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Kold Draft Ice Machine & Bin
 GB/WNK Serial #223849G2GY
 GBN-27 Serial #249102G2HX

4. If above described personal property is to be affixed to real property, describe real property.

n/a

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

RECORD FEE 11.00
 POSTAGE .50
 #16771 C345 R01 T10:42
 MAY 10 84

DEBTOR(S):

[Signature]
 (Signature of Debtor)
 CHARLES G. CLARK
 Type or Print

(Signature of Debtor)
 Type or Print

SECURED PARTY:

Carey Sales & Service, Inc.
 (Company, if applicable)
[Signature]
 (Signature of Secured Party)
 Merry Jan Pundzak (Sec/Tres.)
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Carey Sales & Service, Inc., 3141-47 Frederick Ave., Balto., Md. 21229

Lucas Bros. Form F-1

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 10 AM 11:03

E. AUBREY COLLISON
CLERK

11.00
80

[Handwritten signature]

STATE OF MARYLAND

251994

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.

Address Defense Highway, 450 & 178, Annapolis, Maryland 21401

2. SECURED PARTY

Name Leasing Service Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) North Western Skid Steer Loader, 1981, S/N 2011

RECORD FEE 17.00
POSTAGE .50

#16774 0345 R01 T10:49
MAY 10 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baldwin Service Center, Inc.

Rhonda L. Baldwin, Pres.
(Signature of Debtor)

Rhonda L. Baldwin, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Service Corporation

LJK

(Signature of Secured Party)

Larry E. Kimmel, Operations Mgr.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 10 AM 11:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party
17-07
50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

LEASING SERVICE CORPORATION
CREDIT ALLIANCE CORPORATION
17500 SOUTHWICK SPRING ROAD
BALTIMORE, MARYLAND 21224
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

THIS MORTGAGE made the 19th day of April, 1984 by and between

Baldwin Service Center, Inc., having its principal place of business at
Defense Highway, 450 & 178, Annapolis, Maryland 21401

"Mortgagor" and Leasing Service Corporation

"Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A, ~~located at [REDACTED]~~ to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

[Signature]
Secretary

Baldwin Service Center, Inc. (Seal)
Mortgagor

By *[Signature]*, Pres. (Title)

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

SS

being duly sworn, deposes and says

of Baldwin Service Center, Inc.

- 1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to Leasing Service Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 19th day of April, 1984
[Signature]
NOTARY PUBLIC

[Signature]

STATE OF Maryland, COUNTY OF Anne Arundel

I, Huse H. Fink, a Notary Public duly qualified in and for said County and State, do hereby certify that on this 19th day of April, 1984, in (Place) Anne Arundel, in said County, before me personally appeared Rhoda L. Baldwin to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the President of Baldwin Service Center, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

[Signature]
NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 19, 1984 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	North Western Skid Steer Loader	1981	S/N 2011

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Leasing Service Corporation

By: [Signature]

Purchaser, Mortgagor or Lessee:

Baldwin Service Center, Inc.

By: [Signature]

FINANCING STATEMENT

Maryland
L-71-UCC
Rev. 9/78

Date 4/16/84
Statement No. _____
Liber _____ Folio _____

This Financing Statement is presented to the Clerk of Courts for filing and recording pursuant to the provisions of Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland.

TO BE RECORDED IN THE LAND RECORDS
(check if lien is to be taken on fixtures)

1. Debtor(s): Name Address
 E. Breen Miller & Box 710 Polling House Rd.
 Jennifer S. Miller Harwood, Maryland 20776

2. Secured Party: Southern Md Production Credit Association
Address: P. O. Box 99, Rt. 231, Hughesville, Maryland 20637

RECORD FEE 12.00
POSTAGE 50
#10778 0345 R01 110:54
MAY 10 84

3. This Financing Statement covers the following types of property if covered:

- OTHER COLLATERAL (give type)
- ACCOUNTS RECEIVABLE, CONTRACT RIGHTS
- CROPS
- MACHINERY AND EQUIPMENT
- LIVESTOCK AND SUPPLIES USED OR PRODUCED IN FARMING OPERATIONS
- FIXTURES
- INVENTORY
- PROCEEDS AND PRODUCTS OF COLLATERAL
- ALL STOCK OR RIGHTS TO STOCK OF THE DEBTOR IN THE SECURED PARTY
- ALL AFTER ACQUIRED COLLATERAL OF THE ABOVE TYPES

4. Where collateral is crops or fixtures the farm involved is described as follows: Located in _____ District, _____ County, Maryland, and is bounded on the North by lands of _____ ; on the East by lands of _____ ; on the South by lands of _____ ; and on the West by lands of _____ and contains approximately _____ acres.

SOUTHERN MARYLAND
PRODUCTION CREDIT ASSOCIATION

(Secured Party)

E. Breen Miller (Debtor)
Jennifer S. Miller (Debtor)

(Debtor)
(Debtor)

By Catherine L. Boswell
(Authorized Representative)

After recordation the Clerk is requested to mail this Financing Statement to
Southern Maryland Production Credit Association _____
(address)
15207 Marlboro Pike _____
Upper Marlboro, Maryland 20772 _____

RECEIVED FOR RECORD
CIRCUIT COURT, WASHINGTON COUNTY
1984 MAY 10 AM 11:04
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.00
50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244538
RECORDED IN LIBER 454 FOLIO 527 ON October 5, 1982 (DATE)

1. DEBTOR

Name All-Makes, Inc.
Address 2441 B Mountain Road Pasadena, MD 21122

2. SECURED PARTY

Name Whirlpool Acceptance Corporation
Address 8220 Wellmoor Court Savage, MD 20763

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend debtor address to read: 2710 Mountain Road Pasadena, MD 21122 Effective June 1, 1984</p>	

RECORD FEE 10.00
POSTAGE 50
#16777 C345 R01 110:55
MAY 10 84

By George W. Finnerty VP
signature of debtor
George W. Finnerty V. President

Dated April 25, 1984

WHIRLPOOL ACCEPTANCE CORPORATION

By Marcella P. Davan
(Signature of Secured Party)

Marcella P. Davan Wholesale Manager
Type or Print Above Name on Above Line



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 10 AM 11:04

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00
50

NAVY FEDERAL CREDIT UNION
Washington, DC 20391

FINANCING STATEMENT

BOOK 473 PAGE 250

Pursuant to the Uniform Commercial Code, this statement is presented for filing to the Clerk of the Circuit Court for Anne Arundel County, Maryland, to be filed among the Financing Statement Records for the aforesaid County and State.

NAME OF DEBTOR(S):

ADDRESS OF PROPERTY:

251996

David J. Rossetti and Beverly J. Rossetti,
husband and wife

317 Edgemere Drive, Annapolis, Maryland 21403
Lot 30, Block P, Section 2, HILLSMERE ESTATES,
Anne Arundel County, Maryland

NAME OF SECURED PARTY:

ADDRESS:

Navy Federal Credit Union

P.O. Box 969
Vienna, VA 22180

This Financing Statement covers the following items:

Range/Oven, Refrigerator; also including any renewals or replacements of these items.

1984 MAY 10 PM 2:14
E. AUGREY COLLISON
CLERK

The security agreement to which this Financing Statement relates is a Deed of Trust dated May 04, 1984 and recorded among the Land Records of Anne Arundel County, Maryland covering the above described real estate and is additional security for the indebtedness therein described. The above items shall be subject to all the terms of said Deed of Trust and, in the event of foreclosure thereunder, may be sold together with the real estate at such foreclosure sale. Debtors have the right to substitute articles of equal or greater value for any of the items covered herein.

RECORD FEE 12.00
POSTAGE .50
MAY 10 1984

This Financing Statement is not subject to a Recordation Tax and should be returned to the Secured Party at the above address after recording.

Executed this 4th day of May 19 84

1250

David J. Rossetti
Signature of Member/Borrower David J. Rossetti

Navy Federal Credit Union

Beverly J. Rossetti
Signature of Co-Borrower Beverly J. Rossetti

By: T.M. Kramer
T.M. Kramer, Supervisor,
First Mortgage Loan
Closer

Return to: LAW OFFICES OF
Frank B. Walsh, Jr., P.A.
NFCU-335 (1/83)
1200 WEST STREET
ANNAPOLIS, MARYLAND 21401 6193

Mailed to: _____

FINANCING STATEMENT

RECORD FEE 12.00
POSTAGE .50
#16779 C345 R01 T11:22

Not Subject to Recordation Tax

MAY 10 84

Name of Debtor

Mailing Address

Dieu Ngo
Dat Van Vo

55 S. Bruce St.
Parkway Village MHP
Laurel, Md. 20810

A.A. Co.

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

E. AUBREY COLLISON
CLERK

1984 MAY 10 AM 11:43

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY

1. This financing Statement covers the following types (or items) of property (the collateral).
983 Commodore 60 x 14 serial 18394
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Dat Van Vo
DAT VAN VO

THE SAVINGS BANK OF BALTIMORE

Dieu Ngo
DIEU NGO

BY *Rhichelle P. ...*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and M&M Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

Mailed to Secured Party

12.00
50

251008

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Thomas Foster
Glendolyn Foster

228 Burns Crossing Rd.
Severn, Maryland 21144

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND

REGISTRATION FEE 12.00
POSTAGE .50
#10100 C345 R01 711:26
MAY 10 84

1. This financing Statement covers the following types (or ~~types~~) of property (the collateral).

1984 Nobility Serial #1382A&B

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

E. ANDREY COLLISON
CLERK

1984 MAY 10 AM 11:43

Debtor

Secured Party

Thomas A. Foster
Thomas A. Foster

THE SAVINGS BANK OF BALTIMORE

Glendolyn S. Foster
Glendolyn S. Foster

BY Michelle Sparbille

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and M&M Mobile Homes Inc., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

Mailed to Secured Party

12.00
50

To Be Filed In The Financing Statement Records of Anne Arundel County, Maryland

Principal Amount Secured \$900,000.00
Not Subject to Recording Tax

AMENDMENT OF FINANCING STATEMENT

This Amendment of Financing Statement refers to the Original Financing Statement filed in the Financing Statement Records of Anne Arundel County, Maryland on February 4, 1983 in Liber 458, Page 554.

- 1. DEBTOR: WESH, INC.
t/a BROWN'S HONDA CITY HONDA
5804 Ritchie Highway
Baltimore, Maryland 21225
- 2. SECURED PARTY: THE FIRST NATIONAL BANK
OF MARYLAND
P.O. Box 1596
Baltimore, Maryland 21203
Attention: A. Michael Jackson,
Vice President
- 3. Pursuant to that certain Loan and Security Agreement, dated February 24, 1984, by and between the Debtor and the Secured Party, the indebtedness secured by the Original Financing Statement above set forth has been extended and modified and, pursuant thereto, as additional collateral, this Amendment to Financing Statement covers, and the Debtor grants a security interest to the Secured Party, in and to all of the assets and property set forth on Exhibit "A" attached hereto and made a part hereof.

DEBTOR:
WESH, INC.,
a Maryland corporation

SECURED PARTY:
THE FIRST NATIONAL BANK
OF MARYLAND

By: [Signature] (SEAL)
EDWARD K. DREIBAND
President

By: [Signature] (SEAL)
A. MICHAEL JACKSON,
Vice President

RECORDING FEE 10.00
POSTAGE 50
MAY 10 1984

DATED: April 30, 1984

TO FILING OFFICER: After this Amendment of Financing Statement has been recorded, please return to:

GEBHARDT & SMITH
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JRD): 3069

W-00.26

Mailed to: [Signature]

10-50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

MAY 10 1984

1984 MAY 10 PM 3:49

E. AUBREY COLLISON
CLERK

EXHIBIT "A"
ADDITIONAL COLLATERAL DESCRIPTION

a. All of the DEBTOR'S right, title, and interest in and to all tangible and intangible assets and property owned by the DEBTOR, wherever located, whether now owned or hereafter acquired by the DEBTOR, together with all replacements or substitutions and renewals thereof, including but not limited to the following:

- (i) Accounts;
- (ii) Chattel Paper;
- (iii) Documents;
- (iv) Equipment;
- (v) Fixtures;
- (vi) General Intangibles;
- (vii) Goods;
- (viii) Instruments;
- (ix) Inventory, including but not limited to new vehicle inventory, used vehicle inventory and vehicle parts inventory;
- (x) Rights as seller of goods and rights to returned or repossessed goods;
- (xi) All of the Debtor's right, title and interest in and to, all benefits under, any and all leases of realty entered into by the Debtor in connection with the conduct of its business, including, but not limited to, the lease of that parcel of realty generally known as 5804 Ritchie Highway, Baltimore, Maryland 21225;
- (xii) All of the Debtor's right, title and interest in and to any and all contracts, agreements or licenses with new and/or used automobile manufacturers, distributors, wholesalers and jobbers;
- (xiii) All rights and benefits of any kind arising out of any agreements or contracts with customers, suppliers, including but not limited to, automobile manufacturers and suppliers with which the Debtor shall enter into Dealership Agreements, or with any other person which pertain or relate to any of the above listed collateral.
- (xiv) All records relating to the above collateral.

The terms "Accounts," "Chattel Paper," "Documents," "Equipment," "Fixtures," "General Intangibles," "Goods," "Instruments," and "Inventory" as used above shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended.

- b. All of the DEBTOR'S right, title and interest in and to, all amounts that may be owing at any time and from time to time by the SECURED PARTY to the DEBTOR in any capacity, including, but not limited to, any balance or share belonging to the DEBTOR of any deposit or other account with the SECURED PARTY.
- c. Some of the above-described personal property may be affixed to the real estate known generally as 5804 Ritchie Highway, Baltimore, Maryland 21225. The name of the record owner of the aforementioned real property is Bernard L. Maizlish.
- d. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances and after acquired property.

030691

BOOK 473 PAGE 255

252010

Debtor or Assignor Form

FINANCING STATEMENT

XXX Not subject to Recordation Tax To be Recorded in Land Records (For Fixtures Only).
 Subject to Recordation Tax; Principal
Amount is \$

Name of Debtor

Address

RICHARD E LOVELESS AND
JANETH L LOVELESS

610 JEWELL ROAD
DUNKIRK, MD 20754

Secured Party

Address

FARMERS NATIONAL BANK OF MARYLAND

5 CHURCH CIRCLE
ANNAPOLIS, MD 20754

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
(the collateral):

ONE NEW 1984 INTERNATIONAL 274 OFFSET TRACTOR
SER#2130008J009412

RECORD FEE 12.00

POSTAGE .50

#16880 0040 R01 T10:38
MAY 11 84

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Richard E Loveless
RICHARD E LOVELESS
Janeth L Loveless
JANETH L LOVELESS

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY

John R Ludwig
JOHN R LUDWIG

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY,

1984 MAY 11 AM 10:43

E. AUBREY COLLISON
CLERK

12.00
50

252011

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 11,535.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

RICHARD D. MORGAN
T/A EARTH SPACE TECHNOLOGIES

Address

1180 SUMMIT DR
ANNAPOLIS, MD 21401

Secured Party

Address

RECORD FEE 12.00
 RECORD TAX 80.50
 POSTAGE 50
 #13661 0040 R01 T107 39
 MAY 11 84

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
 DITCH WITCH 350 SX PLOW S/N 180424
 DITCH WITCH VP-12 S/N 162528 WITH ROTO WITCH.
 1972 GMC TRUCK 2 1/2 ton 6500 SERIES
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3. Proceeds } of the collateral are also specifically covered.
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Richard D. Morgan
T/A EARTH SPACE TECHNOLOGIES

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 11 AM 10:43

E. AUBREY COLLISON
CLERK

12.00
80.50
50

030694

BOOK 473 PAGE 257

252012

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 44,300

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
William G. Scott, W. Scott Mitchell, Karen B. Mitchell
J. Philip Kilkeary and Catherine C. Kilkeary

Address
509 Powell Drive
Annapolis Md

Secured Party
TJA BPS Leasing Associates

Address

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Computer equipment described on a schedule attached hereto & forming a part hereof

RECORD FEE 16.00
RECORD TAX 287.00
POSTAGE .50
#16862 D040 R01 110:39
MAY 11 84

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
W. Scott Mitchell
William G. Scott
W. Scott Mitchell
W. Scott Mitchell
Karen B. Mitchell
Karen B. Mitchell
J. Philip Kilkeary
J. Philip Kilkeary
Catherine C. Kilkeary
Catherine C. Kilkeary

Secured Party (or Assignee)
THE FARMERS NATIONAL
BANK OF ANNAPOLIS
BY *F.N. Greene*
F.N. GREENE, VPRES
Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 MAY 11 AM 10:43
E. AUBREY COLLISON
CLERK

1600
287.50

BOOK 473 PAGE 258



DATA PROCESSING

DATAPOINT CORPORATION
DEPT # 10807
P. O. BOX 93795
CHICAGO, IL 60673

PLEASE REMIT TO:

DUE DATE: 04/26/84

B I L L T O
SPS LEASING COMPANY
509 PONELL DRIVE
BANNAPOLIS MD 21401

INVOICE : R035090
DATE: 03/27/84
PURCHASE ORDER:
CUSTOMER: 010807
Salesman: 12-01-* 1340
Sales order: 165655-011

S H I P T O
WILLOWOOD LINNEN COMPANY
5112 NEW JERSEY AVENUE
WILLOWOOD CREST NJ 08260

B/L: 823
Date: 03/19/84
Freight:
Carrier: SST

DUNS NUMBER: 04-701-3966

MODEL	SERIAL	DESCRIPTION	TAX	QTY.	UNIT PRICE	AMOUNT
99-8640-003	823934	SYSTEM		1	27500.00	27500.00
96-8605-153	823934	SYSTEM		1	.00	.00
98-9325-001	820335	SYSTEM		1	.00	.00
98-9629-001	766469	PRINTER		1	1280.00	1280.00
		CONTRACT BILLING INTERFACE #1340				
		SEND INQUIRIES TO: DATAPOINT CORP. 9725 DATAPOINT DR. RECEIVABLES ADMIN M-49 SAN ANTONIO, TX 78284				
		TRANSPORTATION				112.53
		TOTAL CHARGES				28892.53
		TOTAL SALES TAX				.00
MODEL	SERIAL	DESCRIPTION	TAX	QTY.	UNIT PRICE	AMOUNT
99-8640-023	822411	SYSTEM		1	22646.00	22646.00
96-8605-173	822411	SYSTEM		1	.00	.00
98-9325-001	614343	SYSTEM		1	.00	.00
		GOVERNMENT INTERFACE				
		TRANSPORTATION				72.47
		TOTAL CHARGES				22718.47
		TOTAL SALES TAX				.00

BOOK 473 PAGE 259

FINANCING STATEMENT

252013

1. Name of Debtor: THE MAYNADIER CREEK LIMITED
 PARTNERSHIP
 Address: 1380 Equitable Bank Center
 100 South Charles Street RECORD FEE 18.00
 Baltimore, Maryland 21201 POSTAGE .50
 #16927 0345 R01 T13:43
2. Name of Secured Party: MARYLAND NATIONAL BANK
 Address: Real Estate and Mortgage Banking
 Department
 10 Light Street
 Baltimore, Maryland 21202 MAY 11 84
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described, but including, without limitation, all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like and all permits, utility authorizations, development rights and the like and all similar materials relating to the Land or Improvements and in which the Grantor has or may hereafter acquire a proprietary interest), now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 10, 1984 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation Tax has been paid on the principal amount of \$600,000 in connection with the filing of the aforesaid Deed of Trust in the Land Records of Anne Arundel County, Maryland.

Debtor:
 THE MAYNADIER CREEK LIMITED
 PARTNERSHIP

Secured Party:
 MARYLAND NATIONAL BANK

By: Edgevale Development
 Corp. I, General Partner

By: Margaret T. Everett
 Margaret T. Everett
 Vice President

By: Daniel S. Stone
 Daniel S. Stone
 Vice President

18.00
 50

RECORDED
 MAY 11 1984
 PH 1:49
 E. AUBREY COLLISON
 CLERK

BOOK 473 PAGE 260

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY AND BALTIMORE CITY, AND WITH THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEGINNING at a point in Old River Road, said point being the intersection of the 15th or South $04^{\circ} 49' 47''$ West 759.00 foot line of the Deed recorded among the Land Records of Anne Arundel County in Liber JHH 614, folio 76, with the westerly prolongation of the 6th or South $86^{\circ} 27' 40''$ East 164.77 foot line described in a Deed dated January 18, 1974, from William G. Bodenstien et ux to the Maryland Ornithological Society, Inc., and recorded among the aforesaid Land Records in Liber WGL 2732, folio 753; and running thence in Old River Road with part of the 15th and with the 14th, 13th, 12th and 11th lines of the aforesaid Deed recorded in Liber JHH 614, folio 76, the following 5 courses: North $03^{\circ} 01' 16''$ West 588.83 feet; thence North $00^{\circ} 43' 44''$ East 379.50 feet; thence North $09^{\circ} 28' 44''$ East 156.75 feet; thence North $00^{\circ} 13' 44''$ East 313.50 feet; thence North $05^{\circ} 58' 44''$ East 156.87 feet to the end of the 10th line of said last mentioned Deed; thence running reversely and with part of said 10th deed line, South $84^{\circ} 49' 15''$ East 21.48 feet to the southwest corner of Lot No. 28, as shown on the Plat of "Palisades Park", recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 45; thence running with the outlines of said Lot No. 28 the following 3 courses: North $06^{\circ} 08' 45''$ East 147.82 feet; thence South $47^{\circ} 42' 07''$ East 193.73 feet; thence South $56^{\circ} 58' 48''$ East 66.14 feet to the most easterly corner of said Lot No. 28; thence running with the southerly right-of-way line of Palisades Boulevard, 40 feet wide as shown on the aforesaid plat, the following 4 courses: South $56^{\circ} 58' 48''$ East 31.98 feet; thence South $84^{\circ} 48' 55''$ East 92.26 feet; thence North $82^{\circ} 02' 20''$ East 388.31 feet; thence North $88^{\circ} 17' 05''$ East 69.47 feet to a point on the 7th or North $08^{\circ} 22' 30''$ East 215.01 foot line of the aforesaid Deed recorded in Liber JHH 614, folio 76; thence running reversely with part of the 7th and with the 6th, 5th, 4th and 3rd lines of said last mentioned Deed the following 5 courses: South $00^{\circ} 31' 27''$ West 202.54 feet; thence North $88^{\circ} 13' 37''$ East 105.59 feet to a fence post; thence South $70^{\circ} 01' 33''$ East 1097.86 feet to an iron pipe found; thence South $61^{\circ} 32' 33''$ East 266.26 feet; thence South $40^{\circ} 56' 12''$ West 87.00 feet to a point; thence running with the mean high water line of Maynadier Creek the following 31 courses: South $10^{\circ} 37' 02''$ East 24.97 feet; thence South $01^{\circ} 45' 12''$ West 59.94 feet; thence South $15^{\circ} 53' 45''$ East 67.44 feet; thence South $58^{\circ} 39' 16''$ East 63.09 feet; thence South $40^{\circ} 19' 24''$ East 42.15 feet; thence South $05^{\circ} 33' 16''$ East 43.55 feet; thence South $35^{\circ} 09' 18''$ West 14.17 feet; thence South $72^{\circ} 31' 34''$ West 53.61 feet; thence North $84^{\circ} 51' 27''$ West 83.56 feet; thence North $86^{\circ} 44' 00''$ West 71.85 feet; thence South $78^{\circ} 35' 27''$ West 117.37 feet; thence South $73^{\circ} 57' 31''$ West 68.19 feet; thence South $82^{\circ} 21' 48''$ West 62.74 feet; thence South $36^{\circ} 07' 55''$ West 36.30 feet; thence South $20^{\circ} 38' 29''$ West 57.47 feet; thence South $12^{\circ} 27' 40''$ East 56.60 feet; thence South $07^{\circ} 04' 44''$ West 29.97 feet; thence South $26^{\circ} 30' 25''$ West 77.88 feet; thence South $41^{\circ} 32' 02''$ West 118.35 feet; thence South $52^{\circ} 13' 07''$ West 71.31 feet; thence South $47^{\circ} 20' 59''$ West 179.75 feet; thence South $38^{\circ} 34' 27''$ West 65.79 feet; thence South $22^{\circ} 37' 03''$ West 65.87 feet; thence South $56^{\circ} 34' 52''$ West 34.40 feet; thence North $86^{\circ} 28' 06''$ West 71.55; thence South $73^{\circ} 16' 52''$ West 89.12 feet; thence South $74^{\circ} 36' 25''$ West 41.38 feet; thence South $83^{\circ} 44' 41''$ West 140.64 feet; thence South $89^{\circ} 37' 15''$ West 65.27 feet; thence North $84^{\circ} 02' 01''$ West 60.40 feet; thence North $89^{\circ} 53' 20''$ West 101.72 feet to the end of the 12th or South $04^{\circ} 28' 35''$ West 45.59 foot line of the property described in the aforesaid Deed to the Maryland Ornithological Society, Inc.; thence leaving Maynadier Creek and running with said property the following 7 courses: North $04^{\circ} 27' 00''$ East 45.59 feet; thence North $65^{\circ} 44' 40''$ West 81.92 feet; thence North $86^{\circ} 19' 44''$ West 110.84 feet; thence North $77^{\circ} 32' 17''$ West 149.93 feet; thence North $62^{\circ} 32' 25''$ West 142.52 feet; thence South $75^{\circ} 10' 00''$ West 158.11 feet; thence North $86^{\circ} 30' 03''$ West 187.40 feet to the point of beginning. Containing 63.724 Acres, more or less, according to a survey and plat prepared by Greenhorne & O'Mara, Inc., Registered Engineers and Land Surveyors, in October, 1979.

PROPERTY DESCRIPTION

INCLUDED WITHIN the above description is Lot No. 28, as shown on the Plat of "Palisades Park", recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 45.

BEING the same property conveyed to the A. James O'Mara, Victor D. Hickman, Thomas M. Chicca and Allen J. Wainger, Trustees of the Greenhorne & O'Mara, Inc. Profit Sharing Retirement Plan Trust from William G. Bodenstein and Otelia Francis Bodenstein, his wife by deed dated November 15, 1979 and recorded among the Land Records of Anne Arundel County in Liber WGL 3265, folio 298. The said Victor D. Hickman and Allen J. Wainger, Trustees were substituted by G. Martin Burdette and Robert Harold Scott, Trustees in accordance with the terms of the Greenhorne & O'Mara, Inc. Profit Sharing Retirement Plan Trust dated November 28, 1977.

Mailed to:

Mills + Stockbridge

FINANCING STATEMENT

1. Name of Debtor: THE MAYNADIER CREEK LIMITED
PARTNERSHIP
Address: 1380 Equitable Bank Center
100 South Charles Street
Baltimore, Maryland 21201
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate and Mortgage Banking
Department
10 Light Street
Baltimore, Maryland 21202 #16928 0345
RECORD FEE 18.00
POSTAGE .50
ROL J13:44
MAY 11 84
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described, but including, without limitation, all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like and all permits, utility authorizations, development rights and the like and all similar materials relating to the Land or Improvements and in which the Grantor has or may hereafter acquire a proprietary interest), now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 10, 1984 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation Tax has been paid on the principal amount of \$600,000 in connection with the filing of the aforesaid Deed of Trust in the Land Records of Anne Arundel County, Maryland.

Debtor:

THE MAYNADIER CREEK LIMITED
PARTNERSHIP

By: Edgevale Development
Corp. I, General Partner

By: Daniel S. Stone
Daniel S. Stone
Vice President

Secured Party:

MARYLAND NATIONAL BANK

By: Margaret T. Everett
Margaret T. Everett
Vice President

18.50

E. AUDREY COLLISON
CLERK

1984 MAY 11 PM 1:49

BOOK 473 PAGE 264

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY AND BALTIMORE CITY, AND WITH THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEGINNING at a point in Old River Road, said point being the intersection of the 15th or South 04° 49' 47" West 759.00 foot line of the Deed recorded among the Land Records of Anne Arundel County in Liber JHH 614, folio 76, with the westerly prolongation of the 6th or South 86° 27' 40" East 164.77 foot line described in a Deed dated January 18, 1974, from William G. Bodenstein et ux to the Maryland Ornithological Society, Inc., and recorded among the aforesaid Land Records in Liber WGL 2732, folio 753; and running thence in Old River Road with part of the 15th and with the 14th, 13th, 12th and 11th lines of the aforesaid Deed recorded in Liber JHH 614, folio 76, the following 5 courses: North 03° 01' 16" West 588.83 feet; thence North 00° 43' 44" East 379.50 feet; thence North 09° 28' 44" East 156.75 feet; thence North 00° 13' 44" East 313.50 feet; thence North 05° 58' 44" East 156.87 feet to the end of the 10th line of said last mentioned Deed; thence running reversely and with part of said 10th deed line, South 84° 49' 15" East 21.48 feet to the southwest corner of Lot No. 28, as shown on the Plat of "Palisades Park", recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 45; thence running with the outlines of said Lot No. 28 the following 3 courses: North 06° 08' 45" East 147.82 feet; thence South 47° 42' 07" East 193.73 feet; thence South 56° 58' 48" East 66.14 feet to the most easterly corner of said Lot No. 28; thence running with the southerly right-of-way line of Palisades Boulevard, 40 feet wide as shown on the aforesaid plat, the following 4 courses: South 56° 58' 48" East 31.98 feet; thence South 84° 48' 55" East 92.26 feet; thence North 82° 02' 20" East 388.31 feet; thence North 88° 17' 05" East 69.47 feet to a point on the 7th or North 08° 22' 30" East 215.01 foot line of the aforesaid Deed recorded in Liber JHH 614, folio 76; thence running reversely with part of the 7th and with the 6th, 5th, 4th and 3rd lines of said last mentioned Deed the following 5 courses: South 00° 31' 27" West 202.54 feet; thence North 88° 13' 37" East 105.59 feet to a fence post; thence South 70° 01' 33" East 1097.86 feet to an iron pipe found; thence South 61° 32' 33" East 266.26 feet; thence South 40° 56' 12" West 87.00 feet to a point; thence running with the mean high water line of Maynadier Creek the following 31 courses: South 10° 37' 02" East 24.97 feet; thence South 01° 45' 12" West 59.94 feet; thence South 15° 53' 45" East 67.44 feet; thence South 58° 39' 16" East 63.09 feet; thence South 40° 19' 24" East 42.15 feet; thence South 05° 33' 16" East 43.55 feet; thence South 35° 09' 18" West 14.17 feet; thence South 72° 31' 34" West 53.61 feet; thence North 84° 51' 27" West 83.56 feet; thence North 86° 44' 00" West 71.85 feet; thence South 78° 35' 27" West 117.37 feet; thence South 73° 57' 31" West 68.19 feet; thence South 82° 21' 48" West 62.74 feet; thence South 36° 07' 55" West 36.30 feet; thence South 20° 38' 29" West 57.47 feet; thence South 12° 27' 40" East 56.60 feet; thence South 07° 04' 44" West 29.97 feet; thence South 26° 30' 25" West 77.88 feet; thence South 41° 32' 02" West 118.35 feet; thence South 52° 13' 07" West 71.31 feet; thence South 47° 20' 59" West 179.75 feet; thence South 38° 34' 27" West 65.79 feet; thence South 22° 37' 03" West 65.87 feet; thence South 56° 34' 52" West 34.40 feet; thence North 86° 28' 06" West 71.55; thence South 73° 16' 52" West 89.12 feet; thence South 74° 36' 25" West 41.38 feet; thence South 83° 44' 41" West 140.64 feet; thence South 89° 37' 15" West 65.27 feet; thence North 84° 02' 01" West 60.40 feet; thence North 89° 53' 20" West 101.72 feet to the end of the 12th or South 04° 28' 35" West 45.59 foot line of the property described in the aforesaid Deed to the Maryland Ornithological Society, Inc.; thence leaving Maynadier Creek and running with said property the following 7 courses: North 04° 27' 00" East 45.59 feet; thence North 65° 44' 40" West 81.92 feet; thence North 86° 19' 44" West 110.84 feet; thence North 77° 32' 17" West 149.93 feet; thence North 62° 32' 25" West 142.52 feet; thence South 75° 10' 00" West 158.11 feet; thence North 86° 30' 03" West 187.40 feet to the point of beginning. Containing 63.724 Acres, more or less, according to a survey and plat prepared by Greenhorne & O'Mara, Inc., Registered Engineers and Land Surveyors, in October, 1979.

PROPERTY DESCRIPTION

INCLUDED WITHIN the above description is Lot No. 28, as shown on the Plat of "Palisades Park", recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 45.

BEING the same property conveyed to the A. James O'Mara, Victor D. Hickman, Thomas M. Chicca and Allen J. Wainger, Trustees of the Greenhorne & O'Mara, Inc. Profit Sharing Retirement Plan Trust from William G. Bodenstein and Otelia Francis Bodenstein, his wife by deed dated November 15, 1979 and recorded among the Land Records of Anne Arundel County in Liber WGL 3265, folio 298. The said Victor D. Hickman and Allen J. Wainger, Trustees were substituted by G. Martin Burdette and Robert Harold Scott, Trustees in accordance with the terms of the Greenhorne & O'Mara, Inc. Profit Sharing Retirement Plan Trust dated November 28, 1977.

Mailed to: *Miles & Stockbridge*

FINANCING STATEMENT

1. Name of Debtor: THE MAYNADIER CREEK LIMITED
PARTNERSHIP
Address: 1380 Equitable Bank Center
100 South Charles Street
Baltimore, Maryland 21201
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate and Mortgage Banking
Department
10 Light Street
Baltimore, Maryland 21202
3. This Financing Statement covers the following types of items) of property:

RECORD FEE 18.00
POSTAGE .50
#18729 C345 R01 713:44
MAY 11 1984

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described, but including, without limitation, all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like and all permits, utility authorizations, development rights and the like and all similar materials relating to the Land or Improvements and in which the Grantor has or may hereafter acquire a proprietary interest), now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 10, 1984 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation Tax has been paid on the principal amount of \$600,000 in connection with the filing of the aforesaid Deed of Trust in the Land Records of Anne Arundel County, Maryland.

Debtor:

THE MAYNADIER CREEK LIMITED
PARTNERSHIP

By: Edgevale Development
Corp. I, General Partner

By: Daniel S. Stone
Daniel S. Stone
Vice President

Secured Party:

MARYLAND NATIONAL BANK

By: Margaret T. Everett
Margaret T. Everett
Vice President

1984 MAY 11 PM 1:49

E. AUBREY COLLISON
CLERK

18.00
56

BOOK 473 PAGE 268

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY AND BALTIMORE CITY, AND WITH THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEGINNING at a point in Old River Road, said point being the intersection of the 15th or South 04⁰ 49' 47" West 759.00 foot line of the Deed recorded among the Land Records of Anne Arundel County in Liber JHH 614, folio 76, with the westerly prolongation of the 6th or South 86⁰ 27' 40" East 164.77 foot line described in a Deed dated January 18, 1974, from William G. Bodenstein et ux to the Maryland Ornithological Society, Inc., and recorded among the aforesaid Land Records in Liber WGL 2732, folio 753; and running thence in Old River Road with part of the 15th and with the 14th, 13th, 12th and 11th lines of the aforesaid Deed recorded in Liber JHH 614, folio 76, the following 5 courses: North 03⁰ 01' 16" West 588.83 feet; thence North 00⁰ 43' 44" East 379.50 feet; thence North 09⁰ 28' 44" East 156.75 feet; thence North 00⁰ 13' 44" East 313.50 feet; thence North 05⁰ 58' 44" East 156.87 feet to the end of the 10th line of said last mentioned Deed; thence running reversely and with part of said 10th deed line, South 84⁰ 49' 15" East 21.48 feet to the southwest corner of Lot No. 28, as shown on the Plat of "Palisades Park", recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 45; thence running with the outlines of said Lot No. 28 the following 3 courses: North 06⁰ 08' 45" East 147.82 feet; thence South 47⁰ 42' 07" East 193.73 feet; thence South 56⁰ 58' 48" East 66.14 feet to the most easterly corner of said Lot No. 28; thence running with the southerly right-of-way line of Palisades Boulevard, 40 feet wide as shown on the aforesaid plat, the following 4 courses: South 56⁰ 58' 48" East 31.98 feet; thence South 84⁰ 48' 55" East 92.26 feet; thence North 82⁰ 02' 20" East 388.31 feet; thence North 88⁰ 17' 05" East 69.47 feet to a point on the 7th or North 08⁰ 22' 30" East 215.01 foot line of the aforesaid Deed recorded in Liber JHH 614, folio 76; thence running reversely with part of the 7th and with the 6th, 5th, 4th and 3rd lines of said last mentioned Deed the following 5 courses: South 00⁰ 31' 27" West 202.54 feet; thence North 88⁰ 13' 37" East 105.59 feet to a fence post; thence South 70⁰ 01' 33" East 1097.86 feet to an iron pipe found; thence South 61⁰ 32' 33" East 266.26 feet; thence South 40⁰ 56' 12" West 87.00 feet to a point; thence running with the mean high water line of Maynadier Creek the following 31 courses: South 10⁰ 37' 02" East 24.97 feet; thence South 01⁰ 45' 12" West 59.94 feet; thence South 15⁰ 53' 45" East 67.44 feet; thence South 58⁰ 39' 16" East 63.09 feet; thence South 40⁰ 19' 24" East 42.15 feet; thence South 05⁰ 33' 16" East 43.55 feet; thence South 35⁰ 09' 18" West 14.17 feet; thence South 72⁰ 31' 34" West 53.61 feet; thence North 84⁰ 51' 27" West 83.56 feet; thence North 86⁰ 44' 00" West 71.85 feet; thence South 78⁰ 35' 27" West 117.37 feet; thence South 73⁰ 57' 31" West 68.19 feet; thence South 82⁰ 21' 48" West 62.74 feet; thence South 36⁰ 07' 55" West 36.30 feet; thence South 20⁰ 38' 29" West 57.47 feet; thence South 12⁰ 27' 40" East 56.60 feet; thence South 07⁰ 04' 44" West 29.97 feet; thence South 26⁰ 30' 25" West 77.88 feet; thence South 41⁰ 32' 02" West 118.35 feet; thence South 52⁰ 13' 07" West 71.31 feet; thence South 47⁰ 20' 59" West 179.75 feet; thence South 38⁰ 34' 27" West 65.79 feet; thence South 22⁰ 37' 03" West 65.87 feet; thence South 56⁰ 34' 52" West 34.40 feet; thence North 86⁰ 28' 06" West 71.55; thence South 73⁰ 16' 52" West 89.12 feet; thence South 74⁰ 36' 25" West 41.38 feet; thence South 83⁰ 44' 41" West 140.64 feet; thence South 89⁰ 37' 15" West 65.27 feet; thence North 84⁰ 02' 01" West 60.40 feet; thence North 89⁰ 53' 20" West 101.72 feet to the end of the 12th or South 04⁰ 28' 35" West 45.59 foot line of the property described in the aforesaid Deed to the Maryland Ornithological Society, Inc.; thence leaving Maynadier Creek and running with said property the following 7 courses: North 04⁰ 27' 00" East 45.59 feet; thence North 65⁰ 44' 40" West 81.92 feet; thence North 86⁰ 19' 44" West 110.84 feet; thence North 77⁰ 32' 17" West 149.93 feet; thence North 62⁰ 32' 25" West 142.52 feet; thence South 75⁰ 10' 00" West 158.11 feet; thence North 86⁰ 30' 03" West 187.40 feet to the point of beginning. Containing 63.724 Acres, more or less, according to a survey and plat prepared by Greenhorne & O'Mara, Inc., Registered Engineers and Land Surveyors, in October, 1979.

PROPERTY DESCRIPTION

INCLUDED WITHIN the above description is Lot No. 28, as shown on the Plat of "Palisades Park", recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 45.

BEING the same property conveyed to the A. James O'Mara, Victor D. Hickman, Thomas M. Chicea and Allen J. Wainger, Trustees of the Greenhorne & O'Mara, Inc. Profit Sharing Retirement Plan Trust from William G. Bodenstein and Otelia Francis Bodenstein, his wife by deed dated November 15, 1979 and recorded among the Land Records of Anne Arundel County in Liber WGL 3265, folio 298. The said Victor D. Hickman and Allen J. Wainger, Trustees were substituted by G. Martin Burdette and Robert Harold Scott, Trustees in accordance with the terms of the Greenhorne & O'Mara, Inc. Profit Sharing Retirement Plan Trust dated November 28, 1977.

Mailed to: *Mills + Stockbridge*



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 271

Name of Filing Officer

FINANCING STATEMENT 19751

252005

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) HOWARD MICHAEL CALLAHAN & ELIZABETH ANN
CALLAHAN (HUSBAND AND WIFE)
1904 ANNAWON COURT, HANOVER, MD 21076

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

May 1 2014

RECORD FEE 12.00
POSTAGE .50

This Financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, DISHWASHER, DISPOSAL, HEAT
PUMP, WALL TO WALL CARPET

#16957 0345 ROI 114:46
MAY 11 84

The above described items of property are affixed to a dwelling house located on
1904 ANNAWON COURT, HANOVER, MD 21076 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of

Trust dated April 24 1984 from HOWARD MICHAEL CALLAHAN & ELIZABETH
CALLAHAN (HUSBAND AND WIFE)
to National Mortgage Funding Corporation, which has been recorded among the Land Records
of ANNE ARUNDEL County, MD

RECEIVED RECORDS
CIRCUIT COURT, A.A. COUNTY
1984 MAY 11 AM 3:03
E. AUBREY COLLISON
CLERK

MORTGAGOR(S) SIGNATURE(S)

SECURED PARTY

Howard Michael Callahan
HOWARD MICHAEL CALLAHAN
Elizabeth Ann Callahan
ELIZABETH ANN CALLAHAN

NATIONAL MORTGAGE FUNDING CORPORATION

BY:

Dotty Chesler

Mailed to Secured Party

12.00
.50

FINANCING STATEMENT

252015

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

CLEVELAND STUART GRAVES & LYDIA M. GRAVES
899 Marengo Street, Annapolis, Maryland 21401
3000 Forest Drive, Annapolis, Maryland 21401

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 MAY 11 PM 3:17
E. AUBREY COLLISON
CLERK

2. NAME AND ADDRESS OF SECURED PARTY:

DAVID GLICK & PAUL LUNTER
155 Duke of Gloucester Street
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired, and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____ and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- One (1) 1974 Ford Truck, Vehicle ID # F37YCU28273, Maryland Title # 09764175
- One (1) 1973 Ford Truck, Vehicle ID # F37YCS02690, Maryland Title # 09764176

RECORD FEE 12.00
POSTAGE .50
#16984 C345 R01 T15:14
MAY 11 84

4. APPLICABLE ONLY TO FIVE YEAR LOANS: Maturity date _____.

5. This transaction is is not exempt from the recordation tax. Principal amount of the debt is \$ 5,000.00 FIVE THOUSAND DOLLARS

NOT SUBJECT TO RECORDATION TAX

DEBTOR:

SECURED PARTY:

PAUL LUNTER
DAVID GLICK

Cleveland Stuart Graves
CLEVELAND STUART GRAVES

BY: David Glick
DAVID GLICK, Attorney

Lydia M. Graves (SEAL)
LYDIA M. GRAVES

RETURN TO:
DAVID GLICK, Esquire
155 Duke of Gloucester St.,
Annapolis, Maryland 21401

Mailed to: _____

12.00
50



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 273

Name of Filing Officer

FINANCING STATEMENT 1340041

752016

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) ROBERT EDWARD MEYERS & SANDRA A. MEYERS
(HUSBAND AND WIFE)
3466 MARBLE ARCH DRIVE, PASADENA, MD 21122

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION: May 1 2014

This financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, DISHWASHER, DISPOSAL, HEAT
PUMP, WALL TO WALL CARPET

RECORD FEE 12.00
POSTAGE 50
#16977 C345 R01 T16=00
MAY 11 84

1984 MAY 11 PM 4:16
E. ALBERTY COLLISON
CLERK
RECEIVED FOR RECORDS
CIRCUIT COURT ANN ARUNDEL COUNTY

The above described items of property are affixed to a dwelling house located on:
3466 MARBLE ARCH DRIVE, PASADENA, MD 21122 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of
Trust dated April 26 1984 from ROBERT EDWARD MEYERS & SANDRA A. MEYERS
(HUSBAND AND WIFE)
to National Mortgage Funding Corporation, which has been recorded among the Land Records
of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

Robert Edward Meyer
ROBERT EDWARD MEYERS
Sandra A. Meyer
SANDRA A. MEYERS

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *[Signature]*

Mailed to Secured Party

12.50

TO BE FILED AMONG THE:

- _____ Financing Statement Records of SDAT
- y Financing Statement Records of Anne Arundel County
- _____ Land Records of Anne Arundel County
- _____ Financing Statement Records of Montgomery County
- _____ Land Records of Montgomery County
- _____ Financing Statement Records of Baltimore County
- _____ Land Records of Baltimore County

BOOK 473 PAGE 274

252017

FINANCING STATEMENT

File No. _____

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY.

1. DEBTOR(S) and Address(es) SEEQUA CORPORATION SEE EXHIBIT A ATTACHED.	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 ATTN: Commercial Finance Dept.
---	---

3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

C. Other: See EXHIBIT B attached.

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

See EXHIBIT C attached.

DEBTOR:
 SEEQUA CORPORATION
(Type Name)

SECURED PARTY:
 By: [Signature]
(Type or print name and title)

By: Francis X. Ryan
 Francis X. Ryan, Vice
 President
(Type or print name and title)

Michael G. Bronfein, Assistant
 Vice President
(Type or print name and title)

See EXHIBIT D attached.

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

PLEASE RETURN TO: Anne C. Evans, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202

Mailed to: _____

(see 2nd page)

E. AUBREY COLLISON
CLERK

1984 MAY 14 AM 11:56

RECORDED

INDEXED

MAY 14 1984

23.00
75.00
50
#17043 C345 R01 T11:40

MAY 14 84

2300
27500
50

SEEQVA COMPUTER CORPORATION *etc etal*
formerly known as CPU, INCORPORATED *etc etal*
and T/A COMPUTERS, ETC. *etal*

8305 Telegraph Road
Odenton, Maryland 21113

257 West Street
Annapolis, Maryland 21401

9330 Georgia Avenue
Silver Spring, Maryland 20910

13 Allegheny Avenue
Towson, Maryland 21204

6661-19 Backlick Road
Springfield, Virginia

See (MOR)

C. 1. All of Debtor's:

(a) Machinery, motor vehicles, equipment, tools and furniture, whether now owned or hereafter acquired.

(b) Fixtures, whether now owned or hereafter acquired and wherever located.

(c) Books and records in any form, whether now in existence or hereafter created.

2. All of Debtor's right, title and interest in the following, both now owned and hereafter acquired, including, but not limited to, its rights to receive cash distributions, profits, losses and capital distributions therefrom:

(a) A Licensing Agreement dated December 8, 1982 (the "Licensing Agreement") by Debtor and Chameleon Associates Limited Partnership ("Chameleon").

(b) A Joint Venture Agreement dated _____, 198_ (the "Joint Venture Agreement") by Debtor and Chameleon.

(c) An Agreement of Option and Right of First Refusal dated _____, 198_ by Debtor and Chameleon.

(d) A Computer Supply Contract dated _____, 198_, as amended by an Amendment to Computer Supply Contract dated _____, 198_ by Debtor and Seequa-Chameleon Joint Venture.

(e) The Right to use the Basic Technology and the Technology (as those terms are defined in the Licensing Agreement and the Joint Venture Agreement, respectively).

(f) An OEM Software License Agreement by Debtor and Digital Research Inc.

(g) A License Agreement for MS-DOS dated April 27, 1982 by Debtor and Microsoft Corporation ("Microsoft").

(h) A License Agreement for MS-Basic Interpreter/GW Basic dated May 15, 1983 by Debtor and Microsoft.

(i) A Software License Agreement dated November 19, 1982 by Debtor and Condor Computer Corporation.

3. All of Debtor's right, title and interest in and to any and all Leases and Lease Agreements entered into by Debtor, together with any extensions, modifications, renewals and amendments thereto and substitutions therefor.

JHR (MJA)

CERTIFICATE FOR ALLOCATION
OF MARYLAND RECORDATION TAX

TO: CLERKS, CIRCUIT COURTS FOR BALTIMORE COUNTY, MONTGOMERY COUNTY AND ANNE ARUNDEL COUNTY

RE: \$3,050,000 Loans (the "Loans") to SEEQUA CORPORATION (the "Debtor") from UNION TRUST COMPANY OF MARYLAND (the "Bank")

With respect to the Loans and the property (the "Collateral") securing the Loans, the Debtor hereby certifies to the best of the Debtor's knowledge and information as follows:

A. All of Debtor's non-exempt Collateral is located in Anne Arundel County, Maryland.

- B.
- | | |
|--|----------------------------------|
| 1. Value of accounts, general intangibles, inventory and other exempt Collateral | \$ ⁷ <u>1,000,000</u> |
| 2. Value of equipment and other non-exempt Collateral | \$ <u>300,000</u> |
| 3. Total Value of Collateral | \$ <u>1,300,000</u> |
| 4. Computation of Amount of Debt Not Exempt from Recordation Tax | |

$\frac{\text{Value of Non-Exempt Collateral}}{\text{Value of Total Collateral}} \times \text{Total Amount of Debt Secured} = \text{Amount of Debt Not Exempt from Tax}$ $\frac{300,000}{1,300,000} \times 3,050,000 = 12,534.20$
5. Computation of Percentage of Recordation Tax payable to Anne Arundel County

$\text{Amount of Non-Exempt Debt} \times \text{Rate of Recordation Tax} = \text{Recordation Tax Due Anne Arundel County}$ $125,050.00 \times 7.00 = 878.50$

SEEQUA CORPORATION

By: Francis X. Ryan (SEAL)
Francis X. Ryan, Vice President

BOOK 473 PAGE 278

EXHIBIT D

SEEQUA COMPUTER CORPORATION
formerly known as CPU, INCORPORATED
and T/A COMPUTERS, ETC.

By: Francis X. Ryan
Francis X. Ryan,
Vice President

maryland national bank

FINANCING STATEMENT

252025

- 1. To Be Recorded in the Land Records
- 2. To Be Recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 K & K Trash Removal, Inc. 768 Queenstown Road
 Severn, Maryland 21144

6. Secured Party Address
 Maryland National Bank 1713 West St.
 Attention: Vikki Johnson Annapolis, Md. 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

K & K Trash Removal, Inc. (Seal)
Melvin L. Kelly (Seal)
 Melvin L. Kelly, President (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Joseph A. Reed (Seal)
 Joseph A. Reed, Asst. V.P. & Manager
 Type name and title

RECORD FEE 11.00
 POSTAGE .50
 DISTRICT 1237 MD 2100152
 MAY 15 84

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 MAY 15 AM 8:54
 E. AUBREY COLLISON
 CLERK

Mr. Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Form 207-95 ED 2/80

[Handwritten mark]

Mailed to Secured Party

1132

BOOK 473 PAGE 280

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement to Maryland National Bank from K & K Trash Removal, Inc. dated April 5, 1984.

- 1 - 42 CU YD ENCLOSED COMPACTION
- 1 - 30 CU YD SELF-CONTAINED COMPACTOR Serial # 9412
- 1 - 30 CU YD OPEN TOP
- 1 - 5 CU YD SELF-CONTAINED COMPACTOR
- 3 - 2 CU YD FRONT-END LOADER
- 1 - 4 CU YD FRONT-END LOADER
- 2 - 6 CU YD FRONT-END LOADER

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 219538 recorded in
Liber 391, Folio 275 on August 29, 1978 (Date).

1. DEBTOR(S):
Name(s) The Whitehurst Club Resident Assoc., Inc.
Address(es) White Cedar Lane
Severna Park, Maryland 21146

2. SECURED PARTY:
Name Maryland National Bank
Address 10 Light Street - REM
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By *Joseph A. Hilseberg*
Joseph A. Hilseberg-Assistant Vice President
(Type, Name and Title)

RECORD FEE 10.00
POSTAGE .50

MAY 15 1984

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to:

Whitehurst Club

10.50

1984 MAY 15 AM 9:42
E. AUBREY COLLISON
CLERK

RECEIVED
FINANCIAL RECORDS
ANN ARUNDEL COUNTY
CLERK

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Boca Construction, Inc. c/o Thomas M. Carolan
 Name or Names--Print or Type

523 Benfield Road, Severna Park, Maryland 21146
 Address--Street No., City - County State Zip Code

Name or Names--Print or Type _____
 Address--Street No., City - County State Zip Code _____

2. Secured Party:

Eastern Savings Association
 Name or Names--Print or Type

30 E. Padonia Road, Timonium, MD 21093
 Address--Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit "B" attached

RECORD FEE 13.00
 POSTAGE .50
 #17146 0040 ROL J10:52
 MAY 15 84

4. If above described personal property is to be affixed to real property, describe real property.

See Exhibit "A" attached.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Boca Construction, Inc. SECURED PARTY: Eastern Savings Association

By: [Signature]
(Signature of Debtor)

Thomas M. Carolan, President
Type or Print

By: [Signature]
(Company, if applicable)

Steven A. Loewy, agent
(Signature of Secured Party)

(Signature of Debtor)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Mark J. Daneker, Suite 1000, 16 S. Calvert St., Baltimore, Maryland 21202

Lucas Bros. Form F-1

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, S.S. COUNTY

1984 MAY 15 AM 11:09

E. AUBREY COLLISON
CLERK

1300 50

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with, (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement).

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

LEGAL DESCRIPTION

PARCEL ONE:

BEING KNOWN AND DESIGNATED as Lots No. 63 & 65, Block A, as shown on the Plat entitled "Revised Plat Two, Foxmoor", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 80, folio 26.

PARCEL TWO:

BEING KNOWN AND DESIGNATED as Lot No. 17, Block C, as shown on the Plat entitled "Revised Plat Two, Foxmoor", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 80, folio 26.

BEING the same two parcels of ground, which by deed of even date herewith and intended to be recorded immediately prior hereto was granted and conveyed by Central Maryland Developers, a Maryland General Partnership, to Boc Construction, Inc., a Maryland Corporation.

PARCEL THREE:

BEING KNOWN AND DESIGNATED as Lot No. 78, as shown on the Plat entitled "Belvedere Beach", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 9, folio 21.

SAVING AND EXCEPTING therefrom the following described property.

DESCRIPTION OF 332 SQUARE FEET OF LAND, MORE OR LESS, PART OF LOT 78, BELVEDERE BEACH ON THE MAGOTHY, THIRD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same at a point marking the rear common corner of Lots 69, 70, 77 and 78 as shown on the plat of "Belvedere Beach on the Magothy" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 9, Page 21; thence leaving said point of beginning and running with and binding along the Northern boundary of Lot 78 and the Southern boundary of Lot 69

- 1) North 80 degrees 33 minutes East 50.10 feet; thence with a part of the division line of lots 78 and 79,
- 2) South 05 degrees 44 minutes East 6.80 feet; thence running across a part of Lot 78 and running with an existing chain link fence,
- 3) South 08 degrees 53 minutes 33 seconds West 50.08 feet to intersect the division line of Lots 77 and 78; thence with a portion of said line,
- 4) North 05 degrees 44 minutes West 6.50 feet to the point of beginning.

CONTAINING in all 332 square feet of land, more or less.

BEING the same lot of ground, which by deed dated February 1, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3698, folio 852, was granted and conveyed by Sidney Vlahos unto Boca Construction, Inc., a Maryland Corporation.

RECORDATION TAX PAID
ON THE MORTGAGE TO
ANNE ARUNDEL COUNTY

RECORD IN FINANCING RECORDS
INDEX IN LAND RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 473 PAGE 285

NOT SUBJECT TO
RECORDATION TAX

DATE: May 10, 1984

SECURITY AGREEMENT/FINANCING STATEMENT

752027

DEBTOR:

Address:

ARUNDEL WOODS CONSTRUCTION CO., INC.
ROBERT A. WILLIAMS
ANITA G. WILLIAMS, h/w

P.O. Box 152
Pasadena, MD 21122

SECURED PARTY:

LIBERTY FEDERAL SAVINGS
AND LOAN ASSOCIATION

401 N. Howard Street
P.O. Box 1597
Baltimore, MD 21203

RECORD FEE 19.00
POSTAGE 50
#17153 D040 R01 J10:56
MAY 15 84

1. Debtor hereby grants and conveys to Secured Party a secured interest in all of the property hereinafter described in Paragraph #3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Mortgage dated of even date herewith in the amount of One Hundred Thirteen Thousand Seven Hundred Fifty and 00/100 (\$113,750.00)-----

Dollars, from Debtor to Secured Party, covering certain real property located in the State of Maryland, and hereinafter described in Paragraph #5 hereof.

2. The said Mortgage is hereby incorporated by reference and is made a part hereof. Debtor agrees that in the event of any default in said Mortgage, which remains uncured after any applicable grace period contained in said Mortgage, that such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland or any other applicable law, in addition to any rights and



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CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 MAY 15 AM 11:10

E. AUBREY COLLISON
CLERK



1985

remedies provided in such Mortgage. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. All of the following property is subject to the Security Agreement/Financing Statement hereby created from Debtor to Secured Party:

- (a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereinafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.
- (b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, construction contracts, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, except to the extent that said land and collateral are released pursuant to the terms and provisions of the mortgage referred to in paragraph 1 hereof.

4. Proceeds of collateral are covered hereunder.

5. The property described in paragraph #3 hereof is (or is intended to be) affixed, installed or placed in the following described real estate:

BEING KNOWN AND DESIGNATED as Lot No. 76, Block B, as shown on Plat 2, Section 4, "Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 82, folio 15.

~~See Schedule "A" attached hereto and made a part hereof.~~

6. A release of the mortgage referred to herein will operate as a release of this instrument as to the property contained in the release of mortgage.

DEBTOR:

ARUNDEL WOODS CONSTRUCTION CO., INC.

By: Robert A. Williams
Robert A. Williams, President

Robert A. Williams
ROBERT A. WILLIAMS, Individually

Anita G. Williams
ANITA G. WILLIAMS, Individually

SECURED PARTY:

LIBERTY FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: _____

TO THE FILING OFFICER:

After this Statement has been recorded, please mail the same to Coady & Farley, 400 Allegheny Avenue, Towson, Maryland, 21204.

Mailed to: _____

BOOK 473 PAGE 288

753028

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

PORTER, WARREN V. SR.
214 Maple Ave.
Glen Burnie, MD. 21061

SS#214-50-1161

2. Secured Party(ies) Name(s) and Address(es):

PARK FEDERAL CREDIT UNION
6101 Fern Valley Road
Louisville, KY. 40228

4. For Filing Officer: Date, Time, No. Filing Office.

5. This Financing Statement covers the following types (or items) of property:

General Electric Refrigerator Model TBF22RC
Serial #ZM 56 2057

6. Assignee(s) of Secured Party(ies):

RECORD FEE 11.00
POSTAGE .50
#17187 0345 R01 T11:55
MAY 15 84

Products of the Collateral are also covered.

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

7. The described crops are growing or to be grown on:
 The described goods are or are to be affixed to:
 The lumber to be cut or minerals or the like (including oil and gas) is on:
*Describe Real Estate in Item 8.)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction:

when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

- Consignee(s) and Consignor(s), or
- Lessee(s) and Lessor(s).

By Warren V. Porter Jr.
Signature(s) of Debtor(s)

By Stuart Walker
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) Filing Officer Copy—Numerical

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, N.A. COUNTY

1984 MAY 15 PM 12:00

E. AUBREY COLLISON
CLERK

11-00
50



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 289

252029

Name of Filing Officer

FINANCING STATEMENT 0340116WH

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) WASHINGTON HOMES, INC., A MARYLAND CORPORATION
3471 MARBLE ARCH DRIVE, PASADENA, MD 21122

NAME and ADDRESS OF SECURED PARTY:
NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION:

May 1 2014

This Financing Statement covers the following types (or items) of Property:

REFRIGERATOR, RANGE, DISPOSAL, DISHWASHER, FAN/HOOD,
HEAT PUMP, WALL TO WALL CARPET

RECORD FEE 11.00
MORTGAGE .50

E. ALBERTY COLLISON
1984 MAY 15 PM 1:57
RECEIVED
ANNE ARUNDEL COUNTY

The above described items of property are affixed to a dwelling house located on:

3471 MARBLE ARCH DRIVE, PASADENA, MD 21122 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated April 16 1984 from WASHINGTON HOMES, INC., A MARYLAND CORPORATION to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

Mailed to Secured Party

MORTGAGOR(S) SIGNATURE(S)

WASHINGTON HOMES, INC.

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY:

Debra Gardiner

11.00.50



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 290

Name of Filing Officer

252030

FINANCING STATEMENT 19773

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) STEVEN C. KING & CONSTANCE A. KING
(HUSBAND AND WIFE)
1518 WAMPANOAG DRIVE, SEVERN, MD 21144

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION: June 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, DISHWASHER, DISPOSAL, HEAT PUMP, WALL TO WALL CARPET RECORD FEE 12.00

POSTAGE 50
#17212 C345 R01 T13:44
MAY 15 84

The above described items of property are affixed to a dwelling house located on:

1518 WAMPANOAG DRIVE, SEVERN, MD 21144 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Trust dated May 14 1984 from STEVEN C. KING & CONSTANCE A. KING (HUSBAND AND WIFE) to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

RECEIVED IN COUNTY OF ANNE ARUNDEL
1984 MAY 15 PM 1:57
H. AUBREY COLLISON
CLERK

MORTGAGOR(S) SIGNATURE(S)

Steven C. King
STEVEN C. KING
Constance A. King
CONSTANCE A. KING

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: Dotty Gaudin

1200
50

Mailed to Secured Party



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 291

752031

Name of Filing Officer

FINANCING STATEMENT 19571

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) GEORGE F. RUSSELL & DEBORAH J. RUSSELL
(HUSBAND & WIFE)
1520 WAMPANOAG DRIVE, SEVERN, MD 21144

NAME and ADDRESS OF SECURED PARTY:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION:

June 1 2014

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 MAY 15 PM 1:56
E. AUBREY COLLISON
CLERK

This Financing Statement covers the following types (or items) of Property:

RANGE, DISHWASHER, DISPOSAL, VENT FAN, WALL TO WALL
CARPET, HEAT PUMP

RECORD FEE 12.00

POSTAGE .50

The above described items of property are affixed to a dwelling house located on #17205 C345 R01 T13:36

1520 WAMPANOAG DRIVE, SEVERN, MD 21144

County of ANNE ARUNDEL

MAY 15 84

For a more particular description of the property, reference is hereby made to a Deed of

Trust dated May 11 1984

from GEORGE F. RUSSELL & DEBORAH J. RUSSELL
(HUSBAND & WIFE)

to National Mortgage Funding Corporation, which has been recorded among the Land Records

of ANNE ARUNDEL

County, MD

MORTGAGOR(S) SIGNATURE(S)

X *George F. Russell*
GEORGE F. RUSSELL
X *Deborah J. Russell*
DEBORAH J. RUSSELL

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

Mailed to Secured Party

Deborah J. Russell
12.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 14, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WITTY CONSTRUCTION, INC.

Address 773 MacSherry Drive, Arnold, Maryland 21012

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Address 1746-48 York Road, Lutherville, Maryland 21093

William M. Levy, Esquire, 1507 Fidelity Bldg., Balto., Md. 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 14, 1985

4. This financing statement covers the following types (or items) of property: (list)

Fixtures and chattels in the nature of fixtures, affixed and/or appurtenant to the property described in a Mortgage of even date from the Debtor to the Secured Party contained in the property set forth in Item 5 hereof.

RECORD FEE 11.00

POSTAGE .50

#17238 0040 R01 T15-02
MAY 15 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Lots No. 5, 6, 7, 8 and 9, Block 61, Plat entitled "Map of Epping Forest Anne Arundel County Md., Severn Shores, Inc. Section B", Second Assessment District of Anne Arundel County, State of Maryland.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

WITTY CONSTRUCTION, INC.

BY: [Signature]
(Signature of Debtor)

David K. Witty, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: [Signature]
(Signature of Secured Party)

KARL M. LEVY

Type or Print Above Name on Above Line

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CIRCUIT COURT, A.A. COUNTY

1984 MAY 15 PM 3:06

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.03 2

FINANCING STATEMENT

Debtor or Assignor Form

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$ 20,475.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Bay R.V. Service Center, Inc.

10 Old Solomon's Island Road
Annapolis, Maryland 21401

~~Secured Party~~

~~Address~~

RECORD FEE 11.00
RECORD TAX 140.00

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

POSTAGE .50
#17256 0345 RQ1 109:30
MAY 16 84

Attach separate list if necessary

- This Financing Statement covers the following types (or items) of property (the collateral):
One new 586-20 Altos Computer, Qume Green terminals, one Okidata 93 ribbon, one Okidata 82 printer/200 feet cable, eight excalibur software P, one MPM Operating System, one Wordstar Wordprocess, one Supercalc Calculatio Sheet.
- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
- Proceeds } of the collateral are also specifically covered.
 Products }
- Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Bay R.V. Service Center, INC.
BY: *[Signature]*
Kirwin N. Houseman, Sr., President
[Signature]
Mary J. Houseman, Secretary/ Treasurer

Secured Party (or Assignee)
FARMERS NATIONAL
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 16 AM 9:32

E. AUBREY COLLISON
CLERK

11.00
140.00
56

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 473 PAGE 294
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 16,014.27

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AVIS RENT A CAR SYSTEM INC.
Address Baltimore Washington Airport Baltimore MD 21240

752034

2. SECURED PARTY

Name VENDOR FUNDING CO., INC.
Address 108-18 Queens Blvd Forest Hills, NY

RECORD FEE 11.00
RECORD TAX 112.00
POSTAGE .50
#17271 0040 R01 T10:49
MAY 16 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

As per the attached schedule

ASSIGNEE OF SECURED PARTY
Metropolitan Savings Bank FSB
211 Montague Street
Brooklyn, NY

22 of 31

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

Type or Print Above Name on Above Line

NP M. Nichol
(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph G. Grew
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 MAY 16 AM 10:53

E. AUBREY COLLISON
CLERK

1110
112.50



BOOK 473 PAGE 295

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between Avis Rent A Car System, Inc., Lessee, and VENDOR FUNDING CO., INC., Lessor
 Lease Number 1000133 Lease Dated 2-10-84
 Leased equipment shall be located at BALTIMORE WASHINGTON AIRPORT
Baltimore MD 21240

LOCAL DATA

<u>QTY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
7	InterLynx 3287 V3.02A Rev C 115vAC/60Hz V3.02A Rev A 115vAC/60Hz Power Cords & Oper. Manual	1099,1100,1103,1101,1105 1102,1104
<u>GENICOM CORPORATION</u>		
6	Series 3181	165247, 165248,165249 165250, 165253,165254

AVIS RENT A CAR SYSTEM, INC.

BY: *AP Mednick*

VENDOR FUNDING CO., INC.

BY: *Joseph G. Gajewski*

STATE OF MARYLAND

BOOK 473 PAGE 296
Identifying File No. _____

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ ALREADY PAID

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252035

Name Vendor Funding Co., Inc.

Address 108-18 Queens Blvd Forest Hills, NY 11375

2. SECURED PARTY

RECORD FEE 11.00

POSTAGE .50

Name Metropolitan Savings Bank

#17272 C040 R01 110:49
MAY 16 84

Address 211 Montague Street Brooklyn, NY

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

As per the attached EXHIBIT "A" (Schedule of Equipment) and all of debtor's right, title and interest in and to the lease and equipment described in lease agreement between debtor and Avis Rent A Car System Inc. Baltimore Washington Airport, Baltimore, MD 21240 dated 2-10-84

CR
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT IN BALTIMORE COUNTY
1984 MAY 16 AM 10:56
E. AUBREY COLLISON
CLERK

22 of 31

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Joseph Gajewski
(Signature of Debtor)

VENDOR FUNDING CO., INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Neil Popper - Exec. Ass't.

(Signature of Secured Party)

METROPOLITAN SAVINGS BANK

Type or Print Above Signature on Above Line

8/11

BOOK 473 PAGE 297

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between Avis Rent A Car System, Inc., Lessee, and VENDOR FUNDING CO., INC., Lessor
 Lease Number 1000133 Lease Dated 2-10-84
 Leased equipment shall be located at BALTIMORE WASHINGTON AIRPORT
Baltimore MD 21240

LOCAL DATA

<u>QTY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
7	InterLynx 3287 V3.02A Rev C 115vAC/60Hz V3.02A Rev A 115vAC/60Hz Power Cords & Oper. Manual	1099,1100,1103,1101,1105 1102,1104

GENICOM CORPORATION

6	Series 3181	165247, 165248,165249 165250, 165253,165254
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Avis Rent A Car System, Inc.

VENDOR FUNDING CO., INC.

BY:

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 473 PAGE 298
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. already paid to County \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 752036

1. DEBTOR

Name VENDOR FUNDING CO., INC.

Address 108-18 Queens Blvd., Forest Hills, New York 11375

2. SECURED PARTY

Name METROPOLITAN SAVINGS BANK FSB

Address 211 Montague Street, Brooklyn, New York

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

As per the attached schedules and all of debtor's right, title and interest in and to the lease and equipment described in lease agreement between debtor and Avis Rent A Car System Inc. Baltimore Washington Airport Car Return, Baltimore Maryland dated 2-10-84

RECORD FEE 11.00
POSTAGE .50
#17273 C040 R01 110:51
MAY 16 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Joseph [Signature]
(Signature of Debtor)
VENDOR FUNDING CO., INC.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party

(Signature of Secured Party)
METROPOLITAN SAVINGS BANK FSB
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 MAY 16 AM 10:56
E. AUBREY COLLISON
CLERK

11/0 22

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 473 PAGE 300

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 31,344.60

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 252037

1. DEBTOR

Name AVIS RENT A CAR SYSTEM INC.
Address Baltimore Washington Airport-Car Return, Baltimore, MD

2. SECURED PARTY

Name Vendor Funding Co., Inc.
Address 108-18 Queens Blvd Forest Hills, NY 11375

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
RECORD TAX 217.00
POSTAGE .50
#17274 C040 R01 T10:52

See attached Exhibit "A" (Schedule of Equipment) made a part hereof.

MAY 16 84

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 MAY 16 AM 10:56
E. AUBREY COLLISON
CLERK

ASSIGNEE OF SECURED PARTY
Metropolitan Savings Bank
211 Montague Street
Brooklyn, NY

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

[Signature]
(Signature of Debtor)

AVIS RENT A CAR SYSTEM INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
VENDOR FUNDING CO., INC.
Type or Print Above Signature on Above Line

11.00
217.50

11.00
217.50



INTERNATIONAL MORTGAGE CORP.
Mortgage Bankers

252038

BOOK 473 PAGE 302

Name of Filing Officer

FINANCING STATEMENT

Under Uniform Commercial Code

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1984 MAY 16 PM 12:04
E. AUBREY COLLISON
CLERK

NAME(S) and ADDRESS of DEBTOR
(Last Name First)

MARKS, Joseph A. and Darlene R.

NAME and ADDRESS of Secured Party:
INTERNATIONAL MORTGAGE CORP.
Mortgage Bankers

MATURITY DATE OF OBLIGATION:

SUITE TWO
OLD COURT EXECUTIVE PARK
3701 OLD COURT ROAD
BALTIMORE, MARYLAND 21208

This Financing Statement covers the following types (or items) of Property:

Stove, Refrigerator, Fan/hood

SECURITY FEE 12.00
TRUST FEE .50
RECEIVED 12:07 PM 11/24/03
MAY 16 84

The above described item of property is affixed to a dwelling house located on:

Lot #18, Calvert Road, Anne Arundel, County of the State of Maryland.

For a more particular description of the property, reference is hereby made to a Deed of Trust dated May 8th, 1984, from Joseph A. Marks and Darlene R. Marks, his wife

to ~~National Mortgage Funding Corporation~~ International Mortgage Corporation, which has been recorded among the Land Records of Anne Arundel County, State of Maryland.

DEBTOR(S) SIGNATURE(S)

Mailed to Secured Party SECURED PARTY

Joseph A. Marks
JOSEPH A. MARKS

Darlene R. Marks
DARLENE R. MARKS

INTERNATIONAL MORTGAGE CORP. 1250

Gene C. Woods

881SD07

BOOK 473 PAGE 303

252039

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	
Date &	
Hour	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

MR HENRY SWIL OH
112 MAIN ST ANNAPOLIS MD 21401

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

TAIPEI RESTAURANT EQUIPMENT & DESIGN 11809 JUDSON ROAD SILVER SPRING MD 20902

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

- 2 2 Burner Chinese RANG 2 Lights.
- 2 Deep Fryer
- 1 Soup Stove. And Labor to be installed for these is not including the plumbing, electrical, mechanical.
- 1 Soup POT FAUCET.
- 1 SMOK HOUSE.
- 1 FIRE protection SYSTEM.

RECORD FEE 11.00
POSTAGE .50
#17382 0040 R01 T13:37
MAY 16 84

(If affixed to realty—state value of each article)

RETURN TO:

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Henry Swil Oh
[Signature]

(Type or print name under signature)

[Signature] (Seal)
(Corporate, Trade or Firm Name)
[Signature]
Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

Mailed to Secured Party

1984 MAY 16 PM 1:38

E. AUBREY COLLISON
CLERK



118

ORIGINAL OR SUBSEQUENT FINANCING STATEMENT
 (Uniform Commercial Code—Secured Transactions—Virginia)
 Before Using See Instructions on Back

BOOK **473** PAGE **304**

1. This statement dated September 27, 1983 is to be filed in Virginia in the Office of (check only one box)
 Clerk, Anne Arundel County Court

State Corporation Commission
 2. File Number and Filing Date of Original Financing Statement, if any, previously filed in office shown above.
 File Number: 239392 Liber 441 Page 251
 Filing Date: August 25, 1981 at 2:01 P.M.

3. For Filing Officer:
 File Number:
 Filing date and hour:

4. Index numbers of subsequent statements (For office use only):

5. This statement is (check only one box):
 Original Financing Statement: This financing statement covers the collateral described in item 8. If a name and address appear in item 12, they are the name and address of the assignee to whom the Secured Party has assigned his security interest in such collateral prior to the filing hereof.
 Original Financing Statement Without Debtor's Signature: This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction when brought into Virginia, namely, the collateral described in item 8.
 Amendment: The financing statement bearing the file number shown in item 2 is amended as set forth in item 13.
 Statement Covering Proceeds: This financing statement is filed without the Debtor's signature to perfect a security interest in the Proceeds of the original collateral, described in item 8, in which a security interest was perfected by the financing statement bearing the file number shown in item 2.
 Continuation Statement: The financing statement bearing the file number shown in item 2 is still effective.
 Assignment: Secured Party of record has, subsequent to the filing of the financing statement bearing the file number shown in item 2, assigned his (its) rights, under the said financing statement, in the collateral described in item 13 to the assignee whose name and address are shown in item 12.
 Partial Release of Collateral: Secured Party releases the collateral described in item 13 from the financing statement bearing the file number shown in item 2.
 Termination: Secured Party no longer claims a security interest under the financing statement bearing the file number shown in item 2.

6. Name(s) and address(es) of Debtor(s):
FASS BROS. OF CROFTON, INC.
1641 Crofton Centre
Crofton, Maryland 21114

7. Name and address of Secured Party:
ECONOMIC DEVELOPMENT ADMINISTRATION
U.S. Department of Commerce
Main Commerce Building
Washington, D.C. 20230

Mailed to: _____

8. Description of types (or items) of property — the collateral:

 SEE ATTACHED

RECORD FEE 10.00
 #17431 0040 R01 T08:54
 MAY 17 84

9. Proceeds of collateral are also covered. Products of collateral are also covered. 10. Maturity Date of Obligation (optional):
 11. If the collateral includes crops which are growing or to be grown on, or goods which are affixed or to be affixed to, real estate, a description of said real estate (including the name of the city or county in which it is located) follows:

N/A

The name(s) of the record owner(s) of said real estate is (are):
 12. Name and Address of Assignee:
 N/A

13. Set forth here is (check one box):
 Manner in which the original financing statement is amended:
 Description of collateral in which rights are assigned:
 Description of collateral released from original financing statement:
 N/A

RECEIVED FOR RECORD OR
 CIRCUIT COURT, ANNE ARUNDEL COUNTY, CLERK
 1984 MAY 17 AM 8:57
 E. AUBREY COLLISON
 CLERK

14. _____

 Signature(s) of Debtor(s)
 (Required only on Original Financing Statement or Amendment)

15. ECONOMIC DEVELOPMENT ADMINISTRATION
 By: H. Grenville Laddock
 Signature of Secured Party

THIS FORM MAY BE PURCHASED FROM EVERETT WADDEY CO., RICHMOND, VA.

10.00

FILING OFFICE COPY

ATTACHMENT TO FINANCING STATEMENT

DONALD L. KNIGHT
BETTY I. KNIGHT, Debtors

BOOK 473 PAGE 306

ROBERT S. WHITE, Secured Party

3. This Financing Statement covers the following types of property:

- 1 Mechanical Typewriter
- 1 3 cu Refrigerator
- 1 glass top table
- 4 chairs
- 1 Sharp 19" color TV
- 1 Philco Video Recorder
- 25 wood shelves 8' long
- 10 wood shelves 4' long
- 5 wood shelves 3' long
- 6 wood shelves 5' long
- 1 wood TV & video cabinet
- Assorted Metal Brackets & Hangers
- 1 12' formica counter
- 1 5' L-shaped checkout counter
- 2 6'x7' wood shelf unit
- 1 7'x3' wood shelf unit
- 1 7'x4' wood shelf unit
- 1 NCR Model 210 Cash Register
- 1 Video tape rewinder
- 1 12" electric fan
- 1 4' wood rack
- 1 5' file cabinet
- 1 Office desk
- 1 T.I. electronic calculator
- 1 5' metal cabinet
- 1 Coffee maker
- 2 Fire extinguishers
- Assorted mops, brooms and buckets
- Assorted wood storage racks

All present and hereinafter acquired inventory of the Debtors and the product and proceeds thereof.

All accounts, contract rights, account receivable, general and tangibles and choses in action of the Debtors, whether secured or unsecured, whether or not evidenced by an instrument or other writing, including any of the Debtors' bank accounts, wherever located, whether under its control or that of the agents of the Debtors, including the Secured Party.

All hereinafter acquired furniture, fixtures and equipment placed on the premises by the Debtors.

F I N A N C I N G S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Gussie B. Watson, Individually and
T/A Flowers By Gussie

1346 Fairfield Loop Road, Crownsville,
Anne Arundel County, Maryland 21032

2. NAME AND ADDRESS OF SECURED PARTY:

Small Business Administration (an Agency of the U. S. Government)
630 Oxford Bldg., 8600 LaSalle Road, Towson, Maryland 21204

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds. 12.00
- Accounts, including after acquired, and proceeds. .50
- Contract rights, including after acquired, and proceeds. MAY 17 84
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment/^{purchased with loan proceeds} ~~now owned or hereafter acquired~~, together with attachments, accessories, etc.
-

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ N/A

DEBTOR:

Gussie B. Watson (SEAL)
Gussie B. Watson, Individually and
T/A Flowers By Gussie

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 MAY 17 PM 3:23
E. AUBREY COLLISON
CLERK

AFTER RECORDATION RETURN TO: Small Business Administration
630 Oxford Building
8600 LaSalle Road
Towson, Maryland 21204

Mailed to: _____ 12.00

STATE OF MARYLAND

COUNTY OR CITY CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 478 PAGE 308

1. DEBTOR

Name CLIFTON T. PERKINS HOSPITAL CENTER
Address Dorsey Run Road, Jessup, MD 20794

2. SECURED PARTY

Name HPSC, Inc.
Address 25 Stuart St.; Boston, MA 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

This filing is notice of an equipment lease dated March 21, '84 for the personal property described herein and hereafter acquired.

See Form "A" Attached

RECEIVED
APR 21 1984
P.M.
CLERK'S OFFICE

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECEIVED FOR RECORD
CLERK'S OFFICE
1984 MAY 17 PM 3:56
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

RECORD FEE 11.00
POSTAGE .50
RECORDS CLERK'S OFFICE
MAY 17 84

Freeman L. Sands
(Signature of Debtor)
Mr. Freeman L. Sands

(Signature of Debtor)

Type or Print Above Signature on Above Line

Norma J. Lopez
(Signature of Secured Party)

HPSC, Inc.
Type or Print Above Signature on Above Line

1106



Form A

Lessee: Clifton T. Perkins Hospital Center

Schedule to Equipment Lease

Quantity	Mfg.	Item Description
1	RITTER	4-1/2" Wide Dental Chair w/programming #150434
1	"	Escort Dental Unit w/cuspider (150707) #150662
1	"	Super X-ray light w/mount #150344
1	"	Doctor's stool #149695
1	"	Assistant's stool #149695
1	"	Sports Chair, w/OA Chair (710979) w/PC Head (720433) w/Arch head (720405) #71000
1	Penta-Vic	Air Vacuum system w/1 PSI, 1 saliva ejector #7030
1	Star	Star O-ring harness - 4 hole #38744
1	Witter/OJ	Quiet air purifier #467004

CLERK'S NOTATION
 Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

RECEIVED
 AM. 10/10/81
 10/10/81

Total

Lessee(s): *H. J. Sullivan*

HPSC, INC., 25 STUART STREET, BOSTON, MA 02116

FILE COPY

STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

- PLEASE TYPE this form.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, it should be generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, with out extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Baldwin Service Center, Inc. 41 Defense Highway Annapolis, Md. 21401	2. Secured Party(ies) and address(es) Bush Hog, Agricultural Imp. Div. of Allied Products Corporation 2501 Griffin Avenue Selma, Alabama 36701	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	--	---

4. This financing statement covers the following types (or items) of property:
Existing and after acquired inventory manufactured and/or furnished by Secured Party, including any attachments or accessories thereon and proceeds of all of the foregoing. Such inventory collateral consists of the types of products described as follows:
Rotary cutters, disc harrows, blades, bedders, plows, bale loaders, front end loaders, forage wagons, spreaders, trailers, tires, other implements, and repair parts.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
MAY 17 84

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Baldwin Service Center, Inc.
By: Shala L. Baldwin Pres.
Signature(s) of Debtor(s)

Bush Hog, Agricultural Imp. Div. Allied Prod
By: Ronald Stone (cl. 11/17)
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy—Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 17 PM 3:56

E. AUBREY COLLISON
CLERK



11.00

252046

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 16, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Card Shop, Inc. TA The CARD Shop
Address Glen Burnie Mall, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Hallmark Cards, Incorporated
Address 25th & McGee Trwy., Kansas City, Missouri 64108

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Trade fixtures, card racks, related equipment,
and proceeds therefrom
Account number 08-034145
(county)

Approx. amount of fixtures \$58,660.00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Card Shop, Inc. TA
The Card Shop
 [Signature] President
(Signature of Debtor)

STEVEN R. GREENBERG
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Hallmark Cards, Incorporated

[Signature] Note Co-or.
(Signature of Secured Party)

M. E. Collins

Type or Print Above Signature on Above Line



Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT. FORM MAY 1981 PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1984 MAY 17 PM 3:56

E. AUBREY COLLISON
CLERK

12.00
.56

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 420 Page No. 520
Identification No. 230488 Dated 1/7/80

LESSEE:
1. Debtor(s) US AIR, INC.
Name or Names—Print or Type

National Airport, Hanger 12, Washington, D.C. 20001
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

LESSOR:
2. Secured Party MARYLAND NATIONAL LEASING SERVICES CORPORATION
Name or Names—Print or Type

300 E. Joppa Road, Towson, MD 21204
Address—Street No., City - County State Zip Code

3. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50

0040 ROLLED
MAY 18 5

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p>

LESSEE:
Debtor(s):
US AIR, INC.
(Signature of Debtor)

Type or Print
N/A
(Signature of Debtor)
Type or Print

LESSOR:
Secured Party
MARYLAND NATIONAL LEASING SERVICES CORPORATION
(Company, if applicable)
Deborah M. Hayes, Asst. Sec'y
(Signature of Secured Party) Lessor
Deborah M. Hayes, Asst. Secretary
Type or Print (Include title if Company)

To THE FILING OFFICE: After this statement has been recorded please mail the same to:
Name and Address Terri Preston, Maryland National Leasing Services Corporation,
300 East Joppa Road, Towson, MD 21204

Mailed to:
1984 MAY 18 AM 8:54
E. AUBREY COLLISON
CLERK



10.00

BOOK 473 PAGE 313

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es):	2. Secured Party(ies) Name(s) and Address(es):	4. For Filing Officer: Date, Time, No. Filing Office	
Imtrac Industries Inc. 770 Hammonds Ferry Road Linthecum, MD 21090	Swiss Bank Corporation New York, Branch Four World Trade Center New York, N.Y. 10048 ATTN: METRO II DEPT	Arundel Cty CLK. ID # 239017 Book 440 Page 278	

5. This statement refers to original Financing Statement No. 66091 filed (date) 7-28-81 with Arundel Cty CLK.

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number. Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

DEBTOR ADDRESS CHANGED TO: Imtrac Industries Inc., Baltimore Commons Industrial Park, 74-59 Candelwood Road, Harmans Maryland, 21077

This statement is to be indexed in the Real Estate Records Section _____ Block _____ Lot _____

RECORD FEE 10.00
 POSTAGE .50
 #17483 C040 R01 T08:36
 MAY 18 1984

Imtrac Industries _____ Swiss Bank Corporation _____
 By Joel Hillier TREMS Signature(s) of Debtor(s) (only on amendment) By AVI [Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York, Pennsylvania & Texas

10.00

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1984 MAY 18 AM 8:54

E. AUBREY COLLISON
 CLERK

BL
 CLERK

Mailed to Secured Party

FINANCING STATEMENT

To be recorded among the Financing Statement Records of Anne Arundel County,
Maryland

This Financing Statement is presented to a filing Officer pursuant to the Maryland
Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

Wayne W. Ridenour
T/A Bayside Printing
1993 Moreland Parkway
Annapolis, MD 21401

RECORD FEE 11.00
RECORD TAX 28.00
POSTAGE .50

2. NAME AND ADDRESS OF SECURED PARTY:

The Barton, Duer & Koch Paper Company, Inc.
81 W. Mosher St.
Baltimore, MD 21217
Attn: Wanda Langley

#17486 C040 R01 T08:39
MAY 18 84

3. This Financing Statement covers the following property of the Debtor: one used
Hamada 700 Star Press, serial no. HS 12442, together with all equipment, parts,
appliances, accessions, and appurtenances now or hereafter placed thereon. Proceeds
of the collateral are covered.

4. The underlying transaction is subject to recordation tax on the principal amount of
\$4000.00, which has been paid to the Clerk.

DEBTOR:

Wayne W. Ridenour
T/A Bayside Printing

Wayne W. Ridenour

SECURED PARTY:

THE BARTON, DUER & KOCH
PAPER COMPANY, INC.

By *Wanda Langley*

RETURN TO:

Robert F. Scholz, Esq.,
929 N. Howard Street,

Niles, Barton & Wilmer
Baltimore, Maryland 21201

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 18 AM 8:54

E. AUBREY COLLISON
CLERK

12.28.50

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Ronald E. Gardner 516 A Ridge Road, Annapolis, Md. 21401
 Lynne Gardner 516 A Ridge Road, Annapolis, Md. 21401

RECORD FEE 12.00
 RECORD TAX 175.00

6. Secured Party Address
 Equitable Bank, National Association 56 Defense Highway, Annapolis, Md. 21401
 Attention: Truman E. Ambrose, 2nd V.P.
(Type name & title)

POSTAGE .50
 #17488 C040 R01 T08:41

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

MAY 18 84

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors

Ronald E. Gardner (Seal) _____ (Seal)
 Ronald E. Gardner
Lynne Gardner (Seal) _____ (Seal)
 Lynne Gardner

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

Mailed to Secured Party

1984 MAY 18 AM 8:55

E. AUBREY COLLISON
CLERK

175.00
 12.50
 175.00
 50

SCHEDULE A

BOOK 473 PAGE 316

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a national banking corporation and Ronald E. Gardner and Lynne Gardner, individuals.

COLLATERAL

Section F (continued)

1974 Grove 18 ton TMS truck crane serial number 23273

FINANCING STATEMENT (UCC-1)

Not subject to recordation tax

Subject to recordation tax on principal amount of \$ 124,800.00

1. Name of Debtor(s) (or Assignor): M. W. Stevenson Ltd., T/A
Address: Data Processing Solutions
2101 Poplar Ridge Road
Pasadena, Maryland 21122

2. Name of Secured Party (or Assignee): THE SAVINGS BANK OF BALTIMORE
Address: Attention: Commercial Loan Department
P. O. Box 896
Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property: Specific Equipment. All of the Obligor's equipment described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. Motor Vehicles. Each of the Obligor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and

4. Check the statements which apply, if any, and supply the information indicated:
 (If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 12.00
RECORD TAX 871.50
POSTAGE .50
#17490 C040 R01 T08#43
MAY 18 84

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

M. W. Stevenson Ltd., T/A
Debtor(s): Data Processing Solutions
Michael W. Stevenson
Michael W. Stevenson, President

Secured Party:
THE SAVINGS BANK OF BALTIMORE
By: *Ronald P. Espy*
Ronald P. Espy, Vice President
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to The Savings Bank of Baltimore at address shown in 2. above)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 18 AM 8:55

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

CL 0829

12.00
871.50
50

accessions now and hereafter affixed thereto and/or used in connection therewith, and (iii) all cash and non-cash proceeds thereof. Other. All of the Obligor's property (other than specific equipment and motor vehicles) described on Schedule A attached hereto and made a part hereof by reference together with all cash and non-cash proceeds thereof.

Schedule A

G. Specific Equipment.

	Serial #	Machine Type	Model #	
1 IBM	17058	3262	1301	650 LPM Printer
1 IBM	Y9495	5251	012	Display Station
" "			2551	Cluster
" "			3701	EIA
" "			4600	Keyboard
" "	18861	5360		System 36
" "	12032	3262		Printer

H. Motor Vehicles. 1 1984 Chevrolet Blazer Model CK 10516 Black & Silver Series K10 4x4

I. Other.

Assigned Leases.

1 Lease between M. W. Stevenson Ltd (Lessor) and Cello Corporation (Lessee), covering 2 printer monthly lease \$600.00, dated 2/1/84 for 36 months.

1 Lease between M. W. Stevenson Ltd (Lessor) and Cello Santa Fe Spring (Lessee), covering 2 printers and 2 terminals. Monthly lease \$950.00, dated 3/1/84 for 36 months.

1 Lease between M. W. Stevenson Ltd (Lessor) and Cello West (Lessee), covering 1 printer and 2 terminals. Monthly lease of \$650.00, dated 2/22/84 for 36 months.

1 Lease between M. W. Stevenson Ltd (Lessor) and Cello Corporation (Lessee), covering 1 IBM System 36 CPU and 1 System Software. Monthly lease amount \$2,060.00, dated 2/22/84 for a period of 36 months.

1 Lease between M. W. Stevenson Ltd (Lessor) and Hedwin Corporation (Lessee), covering 1 IBM System 36, 1 System Software, and 2 CRT's. Monthly lease amount of \$3,500.00 dated 2/15/84 for a period of 36 months.

Michael W. Stevenson

FINANCING STATEMENT

252052

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 TLB Associates, Inc. 761 Cougar Drive
 Millersville, Maryland 21108

6. Secured Party Address
 Maryland National Bank 1713 West St.
 Attention: Vickie Johnson Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

TLB Associates, Inc.

RECORD FEE 11.00
 POSTAGE .50
 #17578 0040 R01 113:16
 MAY 18 84

Thomas L. Brown, President (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Bonnie L. Williams, Asst. Mgr. (Seal)
 Type name and title

Mr. Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Form 207-95 ED 2/80

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 18 PM 1:30

E. AUBREY COLLISON
CLERK

11a



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

732053

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel Co.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)	Address(es)	RECORD FEE	11.00
Holiday Point Marinas Inc.	3774 Beach Drive	POSTAGE	.50
	P. O. Box 595	#17580 0040	ROI 113-18
	Edgewater, Maryland 21037		MAY 18 84

6. Secured Party	Address
Maryland National Bank	225 North Calvert Street
Attention: <u>Pam Mannion</u>	Baltimore, Maryland 21012

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Holiday Point Marinas Inc.
Frederick Mershon Jr. (Seal)
Treasurer & Secretary

Secured Party
Maryland National Bank
P Mannion (Seal)
Pamela A. Mannion
Branch REP
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

1984 MAY 18 PM 1:30

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

252054

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at ANNE ARUNDEL CO
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 6000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) _____ Address(es) _____

Litho Press Inc.

116 Mayo Rd.
Edgewater, Maryland 21037

RECORD FEE 11.10
#17581 0040 R01 T13=18
MAY 18 84

6. Secured Party _____ Address _____

Maryland National Bank

Attention: P. Mannion

225 North Calvert Street
Baltimore, Maryland 21202

RECORD FEE 11.00
RECORD TAX 42.00
POSTAGE .50
#17582 0040 R01 T13=20
MAY 18 84

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Litho Press Inc.

Donald R. McMillen (Seal)
Donald R. McMillen, President

Secured Party
Maryland National Bank

(Seal)

P. Mannion (Seal)
P. Mannion

(Seal)

Branch REP

(Seal)

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

207-95 REV 7/83

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY

1984 MAY 18 PM 1:31

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

11.00
42.00
P

CARNEFEST Rapid Access Processor Model RA63
Ser. #820418
7

BOOK 473 PAGE 322

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): BUSINESS FORMS OF MARYLAND 720 Balt-Annapolis Hwy Glen Burnie, Md. 21061		2. Secured Party(ies) Name(s) and Address(es): SUPER WEB PRESS SERVICE CORP. 45 Edison Ave. W. Babylon, N.Y. 11704		4 For Filing Officer: Date, Time, No. Filing Office	
---	--	---	--	---	--

5. This statement refers to original Financing Statement No. 246618 filed (date) 3/23/83 with Anne Arundel cty., md.

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records _____ Section _____ Block _____ Lot _____

RECORD FEE 10.00
 POSTAGE .50
 #17637 C345 R01 T09:27
 MAY 21 84

BUSINESS FORMS OF MARYLAND _____ SUPER WEB PRESS SERVICE CORP. _____
 By [Signature] Signature(s) of Debtor(s) (only on amendment) By [Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
 (7 78) STANDARD FORM - FORM UCC - 3 - Approved by the Secretary of State of New York

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 MAY 21 AM 9:35
 E. AUBREY COLLISON
 CLERK

BL
 CLERK

10.00
 50

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 237049

RECORDED IN LIBER 435 FOLIO 322 ON March 18, 1981 (DATE)

1. DEBTOR: Name William L & Patricia Fulcher
Address 832 Clifton Ave, Arnold, Md. 21012

2. SECURED PARTY: Name Commercial Credit Corporation
Address 53 McKinsey Road
Severna Park, Md 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>	<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>	

RECORD FEE 10.00
POSTAGE .50
#17639 C345 R01 T09=41
MAY 21 84

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

10.00
50

Dated 4-24-84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY



B. L. Cooper
(Signature of Secured Party)

1984 MAY 21 AM 10:37

B L Cooper
Type or Print Above Name on Above Line

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

252056

BOOK 473 PAGE 324

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es): PAUL LARSEN YACHT SALES & ASSOCIATE, INC. 7076 Bembe Beach Road P. O. Box 48 Annapolis, Md. 21404	2. Secured Party(ies) Name(s) and Address(es): KUKJE AMERICA CORPORATION 21 East Union Avenue East Rutherford, N. J. 07073
---	--

4. For Filing Officer. Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

SEE RIDER A ATTACHED

6. Assignee(s) of Secured Party and Address(es):

RECORD FEE 11.00
POSTAGE .50
#17640 C345 R01 T09:45
MAY 21 84

Products of the Collateral are also covered.

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate Below)

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

PAUL LARSEN YACHT SALES & ASSOCIATE, INC. KUKJE AMERICA CORPORATION

By Paul W. Larsen
Signature(s) of Debtor(s)

By E. M. Johns atty
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
(15/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 21 AM 10:37

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00
50

BOOK 473 PAGE 325

RIDER A

Debtor - Paul Larsen Yacht Sales & Associate, Inc.
Secured Party - Kukje America Corporation

Three sail yachts:

1. Model: SWIFT-33, Hull No. XWW330181283
Lloyd's No.: BUS 00018
2. Model: SCYLLA-36, Hull No. XWW360131083
Lloyd's No.: 200206
3. Model: SWIFT-40, Hull No. XWW400140283
Lloyd's No.: BUS 300014

The above yachts are entrusted by the Secured Party to the Debtor for safekeeping. Title remains with the Secured Party.

PAUL LARSEN YACHT SALES
& ASSOCIATE, INC.

By:

Paul W Larsen

KUKJE AMERICA CORPORATION

By:

C W Schmitt

257057

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5,621.60

If this statement is to be recorded in land records check here.

This financing statement Dated 4-16-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Christopher H. Hill
Address 200 Hospital Drive Suite 113, Glen Burnie, Md. 21061

2. SECURED PARTY

Name United Bank & Trust Company of Maryland
Address 9420 Pennsylvania Avenue, Upper Marlboro, Md. 20772
Mr. Kuhns
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Leading Edge Personal Computer & Accessories
Serial No. FCCIDBGB9JSMP1673002357

RECORD FEE 11.00
RECORD TAX 38.50
POSTAGE .50
#17641 C345 R01 T09:51

MAY 21 84

RECEIVED FOR RECORD
CIRCUIT COURT, A. COUNTY
1984 MAY 21 AM 10:37
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

Christopher H. Hill
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

Type or Print Above Name on Above Line

Mailed to Secured Party

11.00
38.50
50

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 237204 Dated 26th March, 1981

Record Reference Liber 435 page 524

2. DEBTOR is:

Name: The Cedar Hill Cemetery, Inc.
(Last Name First)

Address: 5928 Ritchie Highway, Baltimore, Maryland 21225

3. SECURED PARTY is:

Name: THE BANK OF GLEN BURNIE

Address: 101 Crain Highway, S.E., Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE 50
#17642 C345 R01 109:53
MAY 21 84

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated March 26, 19 84

By: Alfreda E. Archer (Title)
Loan Dept. Supervisor

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY

1984 MAY 21 AM 10:37

E. AUBREY COLLISON
CLERK



10.00
50

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 23, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FLOYD N. WESTFALL

Address 7301 FOREST DRIVE DORSEY, MARYLAND 21024

2. SECURED PARTY

Name N. WEST FINANCIAL

Address 7501 RITCHIE HIGHWAY GLEN BURNIE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 23, 1984

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-Stereo and speakers
- 1-Washer
- 1-Dryer
- 1-microwave oven
- 1-Refrig
- 1-Freezer
- 1-Stove
- 1-Vacuum Cleaner
- 2-Air Conditioner
- 1-Living room set
- 3-Bedroom sets
- 2-VCR's

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

MAY 21 84

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Floyd Neil Westfall
(Signature of Debtor)

FLOYD N. WESTFALL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS

Type or Print Above Signature on Above Line

Mailed to Secured Party

E. AUGREY COLLISON
CLERK

1984 MAY 21 AM 10:38

RECEIVED FOR RECORDING
CLERK'S OFFICE
BALTIMORE COUNTY

CR
CLERK

11.00
50



National Mortgage FUNDING CORPORATION

252059

BOOK 473 PAGE 329

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

Name of Filing Officer

FINANCING STATEMENT

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) Washington Homes, Inc.
1579 Native Dancer Court
Annapolis, Maryland 21401

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

April 1, 2014

This Financing Statement covers the following types (or items) of Property:
REFRIGERATOR, RANGE, DISPOSAL, DISHWASHER, FAN/HOOD,
HEAT PUMP, CENTRAL AIR CONDITIONING, W/W CARPETING

RECORD FEE 11.00
POSTAGE .50
#17676 C040 R01 T11:01
MAY 21 84

The above described items of property are affixed to a dwelling house located on:

1579 Native Dancer Court

County of Anne Arundel

For a more particular description of the property, reference is hereby made to a Deed of Trust dated March 28, 1984 from Washington Homes, Inc.

to National Mortgage Funding Corporation, which has been recorded among the Land Records of Anne Arundel County, Maryland

MORTGAGOR(S) SIGNATURE(S)

Washington Homes, Inc.

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

BY:

Helen Kidwell
Helen Kidwell

1984 MAY 21 AM 11:26

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00

252060

Debtor or Assignor Form

4/25/84
FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Warren J. Smith, Jr.

4752 South Polling House
Road
Harwood, Maryland 20776

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: 3700 Donnell
Forestville, MD

RECORD FEE 11.00
POSTAGE .50
MAY 21 1984 10:41

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

1972 General Engines
9DOW Serial No. 9D72413

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Warren J. Smith, Jr.

DE Haney

Warren J. Smith, Jr.

BY Donald E. Haney, Vice President

FNB 0850-A

Type or print names under signatures



RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY

1984 MAY 21 AM 11:28

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.08

Debtor or Assignor Form

4/25/84
FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$

To Be Recorded in Land Records (For
Fixtures only).

Name of Debtor

Address

Brake & Son Inc

1296 Bacon Ridge Road
Crownsville, Md 21032

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland—Address: 3700 Donnell Drive
Forestville, Maryland 20747

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of
property (the collateral):

1978 Case
Model 1830
Serial No. 9840314

2. The collateral property is affixed or to be affixed to or is or is to be crops
on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above, or assignee,
if any, at the address stated.

RECORDS FEE 11.00
POSTAGE 50
#17856 0345 R01 110-42
MAY 21 84

Debtor (or Assignor)

Secured Party (or Assignee)

X Quinton Brake

Vincent Nicknadavich

Quinton Brake

BY Vincent Nicknadavich, Sr Retail Office

FNB 0850-A

Type or print names under signatures

Mailed to Secured Party RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 21 AM 11:28

E. AUBREY COLLISON
CLERK



11.00
50

252062

UNIFORM COMMERCIAL CODE—
FINANCING STATEMENT

For Filing Officer Use
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.
SIGNATURES MUST BE IN INK

If the property described below is a fixture so that this statement is to be recorded in land records, check here.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here.
\$ Conditional Sales

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Dana Arnold & Leslie Arnold
Address 327 Redwood Grove Court Millersville Md 21108
(Street) (City or County) (State)

2. SECURED PARTY Name Household Retail Services, Inc.
Address 160 Hitchie Highway Severna Park Md 21146
(Street) (City or County) (State)

Return Filing Receipt To: HFC PO Box 195 Severna Park, Md. 21146

3. This financing statement covers the following types (or items) or property: (list)

MAKE (IF AUTO) OF MANUFACTURER	DESCRIPTION	SERIAL NO.	MOTOR NO.	MODEL NO.	YEAR
Apple III	256K Computer	114144			
Apple III	Monitor	101488			
Apple III	Profile Hard Disk	112109			
Apple III	Softcard			D3D0098	
Epson	MX100 Printer	360658			
UPIC	Interface & Cable				
Apple	Disk III	32272			
DC Hayes	Smartmodem				

(And other misc equipment as stated on the conditional sales contract)

RECORD FEE 14.00
POSTAGE .50
#17736 C040 R01 T13:52
701942-5

4. (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- Proceeds of Collateral are also covered.
 Products of Collateral are also covered.

MAY 21 84

Dana Arnold
(Signature of Debtor)

M. D. Woodard
(Signature of Secured Party)

Leslie Arnold
Type or Print Above
Signature on Above Line

M. D. Woodard, Manager
Type or Print Above
Name on Above Line

FILING OFFICER COPY

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

Mailed to Secured Party

1984 MAY 21 PM 1:54

E. AUBREY COLLISON
CLERK

14/00
130

129456
129456

SELLER (CALLED "YOU" IN THIS CONTRACT)
NAME UNIVERSAL COMPUTERS
ADDRESS 1710 FERN ST.
CITY ALEXANDRIA STATE VA ZIP 22302
SALESMAN J. Abbate

BUYER(S) (CALLED "I" IN THIS CONTRACT)
NAME DANA ARNOLD
NAME LESLIE ARNOLD
ADDRESS 910 WAYNEWOOD BLVD.
CITY ALEXANDRIA STATE VA ZIP 22308

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 17.998%	FINANCE CHARGE The dollar amount the credit will cost me. \$ 4188.40	Amount Financed The amount of credit provided to me or on my behalf. \$ 8000.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$ 12,188.40	Total Sale Price The total cost of my purchase on credit, including my downpayment of \$ 1404.72 \$ 9404.72
---	---	--	--	---

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
60	203.14	FEB. 18, 1983 and same date of each following month.

Security: I give you a security interest in the goods or property being purchased.
Late Charge: If I don't pay any payment in 7 days after it's due, I shall also pay 5% of that payment.
Prepayment: If I pay off early, I may be entitled to a refund of part of the finance charge.
See the contract document for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.
"e" means an estimate.

DESCRIPTION OF GOODS	MANUFACTURER	MODEL NO.	SERIAL NO.	CASH SALE PRICE
Apple IIe 256K Computer	Apple		114144	\$ 349.00
Apple Hard Disk			101488	\$ 249.00
Apple II System			112109	\$ 219.50
Apple II Printer			360628	\$ 450.00
Apple II Cable				\$ 895.00
Apple II Disk II			32272	\$ 125.00
Apple II Software				\$ 435.00
				\$ 279.00
				\$ 420.00

INSURANCE DISCLOSURE
NO INSURANCE IS REQUIRED FOR THIS SALE. I may buy any insurance from anyone I choose. Only if requested and for cost stated below, you or buyer of this contract will obtain insurance. Charges will be included in the Amount Financed. I understand this is the only insurance you offer and you (or buyer of this contract) expect to profit from its sale. I consent to this. The one Buyer signing this Insurance Disclosure will be insured when coverage begins, unless a different Buyer's name appears here:

(WRITE "YES" OR "NO" AS DESIRED, DATE, AND SIGN, IF NONE DESIRED, SIGN BELOW.)
Credit Life \$
Credit Disability \$
Property Insurance \$
(fire, burglary by forcible entry [\$100 ded.], ext. cov. replacement value, not over Total of Payments)
DATE _____ SIGNATURE _____
NO INSURANCE DESIRED: _____ SIGNATURE _____

Optional service contract on goods purchased \$
Expires _____
Sales Tax (if any) \$ 361.72
1. Cash Sale Price \$ 9404.72
2. a. Cash Downpayment ... \$ 1404.72
b. Trade-in \$
DESCRIPTION
Total Downpayment (a + b) \$ 1404.72
3. Unpaid Balance of Cash Price (1-2) ... \$ 8000.00
4. Other Charges:
a. Insurance (for term of credit)
Credit Life \$
Credit Disability \$
Property \$
Total Insurance Cost ... \$
b. UCC Filing Fee \$
Total Other Charges (a + b) \$ 0
5. Amount Financed (3 + 4) \$ 8000.00
6. Finance Charge \$ 4188.40
7. Total of Payments (5 + 6) \$ 12,188.40

*Details of requested Credit Life and Disability insurance appear in Notice of Proposed Group Insurance on reverse side of Buyer's copy. Details of requested Property Insurance appear in the certificate which will be furnished Buyer.

BOOK **473** PAGE **334**

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

FINANCE CHARGE. Finance Charge is precomputed at the Annual Percentage Rate shown above.

PROMISE TO PAY. Instead of the Cash Price, I promise to pay the Total Sale Price and I agree to pay you (or buyer of this contract) a Total of Payments in monthly payments in the amounts and on the dates stated above. I will pay at your business address, or other address given me. If more than one Buyer is named above, you may enforce this contract against all or any Buyers, but not in a combined amount greater than amount owed.

PREPAYMENT. If I fully pay before final due date, the amount I owe will be reduced by (a) unearned Finance Charges and credit insurance charges, determined by the "Rule of 78ths," but minimum Finance Charge is \$25, and (b) unearned property insurance charges, determined by assuming an equal part is earned each month, but minimum charge is \$10.

FAILURE TO PAY. If I don't pay on time, all my payments may become due at once and, without notifying me before bringing suit, you may sue me for the total amount I owe, less the same unearned Finance Charges I would receive if I fully prepaid, unless I cure a default in 10 days after it occurs; and I will pay your costs of collection and reasonable attorney fees. After final due date, I will pay interest at the Annual Percentage Rate shown above by simple interest method on actual unpaid balances.

SECURITY WAIVER. You waive any security interest in my home that could result if the goods are installed.

I HAVE READ AND RECEIVED A COMPLETED, READABLE, SIGNED COPY OF THIS CONTRACT.

SELLER: Universal Computers

BUYER: [Signature]

By Joseph F. Abbate

BUYER: [Signature]

FORM 1235 VA (Rev. 1-63)

ORIGINAL

EXHIBIT A

Items

- 1 Victor Calculator
- 1 Office Desk
- 1 4 Drawer Filing Cabinet
- 1 Grinder & Table
- 1 4'X6' Test Tank
- 1 4'X8' Test Tank
- 1 4'X4' Test Tank
- 1 Electric Chain Fall
- 1 Lincoln Heli Arc Welding Machine
- 2 Lincoln 250 amp. Electric Welding Machine
- 1 200 Amp Lincoln Gas Welding Machine
- 1 Picket Twister
- 1 Horsefield Bender
- 1 Batman - 10 ton Punch
- 1 Little Scotchman 20 Ton Shear
- 1 3/4 Ton 1977 Pickup
- 2 Work Benches 10X6X3 3/8 Plate
- 1 16" Hunter Chop saw
- 1 SCM 2200 Electric
- 3 7" Grinders
- 1 Sandblaster #12008 P 105
- 1 Doyton 1/2 Drill Press
- 1 Hotsey -Pressure Washer
- 1 5-Horse-Air Compressor
- 1 Motorola Base Unit
- 1 Motorola Mobile Unit

STATE OF MARYLAND

BOOK 473 PAGE 338

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/26/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252074

Name Richard B & Edith C. Church

MOORING Address Herring Bay Marina Deale, Maryland

2. SECURED PARTY

Name Manufacturers Hanover Financial Services of Md, Inc.

Address 410 Severn Avenue Annapolis, Maryland 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1977 Marine Trader Trawler 34'
Hull #ETY332140877
USCG O/N 588402

RECORD FEE 12.00
POSTAGE .50
#17771 C040 R01 T08:32
MAY 22 84

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Richard B Church
(Signature of Debtor)

Richard B. Church
Type or Print Above Name on Above Line

Edith C. Church
(Signature of Debtor)

Edith C. Church
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CREDIT COUNTY CLERK
1984 MAY 22 AM 8:37
E. AUBREY COLLISON
CLERK



120 50

BOOK 473 PAGE 339

252075
Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 27, 1984 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stage Door of Maryland, Inc. T/A Stage One Video
Address 118 Hillsmere Drive, Annapolis, Maryland 21403

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 10400 Connecticut Avenue, P. O. Box 285
Kensington, Maryland 20895

RECORD FEE 12.00
POSTAGE .50
#11765 COAO R01 T08:24
MAY 22 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts; contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Borg-Warner Acceptance Corporation by:

Sandra A. Gues

Type or Print Above Name on Above Line

Mailed to Secured Party

D. R. Williams, C. & C. Manager

Type or Print Above Signature on Above Line

RECEIVED FOR RECORDATION
CIRCUIT COURT, A.A. COUNTY

1984 MAY 22 AM 8:36

E. AUBREY COLLISON
CLERK



1203

MARYLAND FINANCING STATEMENT

BOOK 473 PAGE 340 UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code: **252076**

1. DEBTOR: HALF SHELL SOUTH, INC. T/A SPITTELS HALF SHELL
(Name or Names)
Ritchie Highway & Mountain Road, Pasadena, Maryland 21122
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
P.O. Box 10656, Towson, Maryland 21285-0656
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: Baltimore Federal Savings & Loan
(Name or Names)
Box 116 Fayette & St. Paul Sts. Baltimore, Md. 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

- One - Esper Model 7700 Cash Register, S/N 3110322
- One - Esper Model 7500 Cash Register, S/N 30100247
- One - Slip Printer #730 S/N 28200012

RECEIVED FOR RECORD
 CIRCUIT COURT BALTIMORE COUNTY
 1904 MAY 22 AM 8:37
 E. AUBREY COLLISON
 CLERK



RECORD FEE 12.00
 POSTAGE .50
 #17772 C040 R01 T08:33
 MAY 22 84

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S): SPITTELS SECURED PARTY: _____
HALF SHELL SOUTH, INC. T/A HALF SHELL ATLANTIC INDUSTRIAL CREDIT CORPORATION
 By: [Signature] (Title) By: [Signature]
S.E. LICHTNER V.P. (Type or print name of person signing) R.E. [Signature]
 (Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Mailed to Secured Party

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, Maryland 21285-0656

03 B

1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Betz, Marcia K.

Address 123 Thomas Rd., Glen Burine, Md. 21061

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River St. Wellesley Hills, Ma. 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1980 Hunter 30' sloop serial # HUN70928M80 O/N 621178
Single Diesel Yanmar 14 h.p. engine # 85839

Two burner alcohol stove
Pearce Simpson VHF
Datamarine Depthsounder
Datamarine Knotmeter
110V shore power system
Ritchie pedestal compass
Danforth anchor

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Marcia K. Betz
(Signature of Debtor)

Marcia K. Betz
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph M. Durant
(Signature of Secured Party)

Joseph M. Durant
Type or Print Above Signature on Above Line

Mailed to Secured Party

E. AUBREY COLLISON
CLERK

1984 MAY 22 AM 9:09

RECEIVED
COUNTY CLERK
MAY 22 1984



11/30

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 26, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ralph W. Vandergrift, Jr., Elizabeth R. Vandergrift

Address 435 West Ben Oaks Drive, Severna Park, MD 21146

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River Street, Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 Tartan 3000 LOA 29'11" serial #TAR30070B484
Single Diesel 15 HP Universal serial #M18420259

Datamarine Package
VHF radio
Martec folding propeller 12" diameter
Spinnaker gear
Gimballed two burner stove
Pressure water
Shore power

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ralph W. Vandergrift, Jr.
(Signature of Debtor)

Ralph W. Vandergrift, Jr.
Type or Print Above Name on Above Line

Elizabeth R. Vandergrift
(Signature of Debtor)

Elizabeth R. Vandergrift
Type or Print Above Signature on Above Line

Joseph M. Durant
(Signature of Secured Party)

Joseph M. Durant
Type or Print Above Signature on Above Line

Mailed to Secured Party

12

E. AUBREY COLLISON
CLERK

1984 MAY 22 AM 9:09

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

RECORDING FEE 12.00
MAY 22 1984

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kenneth J. Sobzack and Yvonne M. Sobzack
Address 565 Epping Forest Rd., Annapolis, MD 21401

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street, Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1980 C & C 34' serial ZCC34242M80D
Single Diesel

4 Sails
VHF Radio 12 Channel
Datamarine Depthsounder
Datamarine Knotmeter/Log
Hot/Cold Pressure Water
110V Shore

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Kenneth J. Sobzack
(Signature of Debtor)

Kenneth J. Sobzack
Type or Print Above Name on Above Line

Yvonne M. Sobzack
(Signature of Debtor)

Yvonne M. Sobzack
Type or Print Above Signature on Above Line

Joseph M. Parent
(Signature of Secured Party)

Joseph M. Parent
Type or Print Above Signature on Above Line

Mailed to Secured Party

E. AUBREY COLLISON
CLERK

1984 MAY 22 AM 9:09

RECEIVED FOR RECORD
CIRCUIT COURT, ST. LOUIS COUNTY

RECORD FEE 12.00
MAY 23 1984

12/21

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 473 PAGE 344
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. **252080**

1. DEBTOR

Name David Lee Miller dba D. L. Miller Backhoe Service
Address 2729 Patuxent River Road - Davidsonville, MD 21035

2. SECURED PARTY

Name J. I. Case Co. or J. I. Case Credit Corp. as their interests may appear
Address 290 Elwood Davis Rd., Suite 217, Liverpool, NY 13088

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Case W121 Roller SN 840114405

E. AUBREY COLLISON
CLERK

1984 MAY 22 AM 9:09

RECEIVED FOR RECORD
CLERK OF DISTRICT COURT
ANNAPOLIS, MARYLAND

Anne Arundel 0764

RECORD FEE
POSTAGE

12.00
50

MAY 22 1984

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

David Miller
(Signature of Debtor)

David Lee Miller dba D. L. Miller Case Underground Equipment Backhoe Service
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1250

252031

BOOK 473 PAGE 345

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: _____

3 The Debtor is a transmitting utility

73301416

4 For Filing Officer: Date, Time, No. - Filing Office

1 Debtor(s) (Last Name First and Address(es))
 LESIA Y WEISS
 WILLIAM H NELSON
 7396 South Eldon Court
 Ridgewood MHP
 XXXXXXXXXXXX Hanover, MD 21076

2 Secured Party(ies) Name(s) and Address(es):
 MARYLAND MOBILE HOME SALES, INC
 6312 RITCHIE HIGHWAY
 GLEN BURNIE, MD 21061

5 This Financing Statement covers the following types (or items) of property
 1984 COMMODORE A119623A 14 X 60
 & ALL APPLIANCES, HOUSEHOLD FURNISHINGS, EQPMT,
 WHEELS, AXELS, ACCESSORIES, AND PARTS INCLUDED
 ON INVOICE, AND ALL CONTRACT RIGHTS PERTAINING
 TO ORIGINAL INSTALLMENT SALES CONTRACT.

6 Assignee(s) of Secured Party and Address(es)
 GREEN TREE ACCEPTANCE INC.
 P O BOX R
 UNIONTOWN, PA 15401

7 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like
 (including oil and gas) is on:
 *(Describe Real Estate in Item 8.)

8 Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction.
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

NOT SUBJECT TO RECORDATION TAX

No. & Street	Town or City	County	Section	Block	Lot

LESIA WEISS 215727074
 WILLIAM H NELSON 21449489
 Signature(s) of Debtor(s)

GREEN TREE ACCEPTANCE INC.
 Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL

3/83 STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1984 MAY 22 AM 9:29
 E. AUBREY COLLISON
 CLERK



1250

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 473 PAGE 346
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4-24-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252082

1. DEBTOR

Name Browning Ferris Industries
Address 1800 Parkway Drive, Hanover, MD 21076

2. SECURED PARTY

Name Furnival Machinery Company
Address 7135 Standard Drive, Hanover, MD 21076
2240 Bethlehem Pike, Hatfield, PA 19440
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)

One Komatsu D65E Crawler Dozer, S/N 29717

RECORD FEE 11.00
POSTAGE 50
MAY 22 1984

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CIRCUIT COURT BALTIMORE COUNTY
1984 MAY 22 AM 9:29
E. AUBREY COLLISON
CLERK



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- * TO BE KEPT SEPARATE & APART
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Browning Ferris Industries
(Signature of Debtor)

Type or Print Above Signature on Above Line

Christal Ernest / Sec.
(Signature of Secured Party)

Furnival Machinery Company
Type or Print Above Signature on Above Line

Mailed to Secured Party 1/50



RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1984 MAY 22 AM 9:29
E. AUBREY COLLISON
CLERK

BOOK 473 PAGE 347

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... 1/27/84 19.....

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 452 376 in Office of CLERK, CLERK, Ct. AA. County (Filing Office) (County and State)

Debtor or Debtors (name and Address):

Mark and Cecilia L. Blom
412 Westcourt Glen Burnie Md. 21061

The said Filing Office, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSEHOLD FINANCE CORPORATION OF BALTIMORE
NEWELL PARKWAY
BALTIMORE, MARYLAND 21222
Secured Party
By
T. E. Leicht, Manager
Its Branch Office Manager

Mailed to Secured Party

RECEIVED FEE 10.00
POSTAGE 1.00
MAY 22 1984

1052

Not Subject to Recordation Tax *INVENTORY*
 Recordation Tax of \$ _____ on
 Principal Amount of \$ _____ is enclosed/
 has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: John C. Louis Company, Incorporated
(Name or Names)
1805 Cherry Hill Road Baltimore, MD 21230
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P.O. Box 1077 Baltimore, MD 21203
(Address)
 Attn: Commercial Equipment Finance Dept. #7G2353

3. ASSIGNEE (if any)
 of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

Quantity	Description	Serial No.
14	Clark Bobcats, Model 743	12033; 12961; 15366; 15365; 15856; 16100; 16250; 16447; 16448; 16678; 16682; 16940; 16942; 17157.
	Clark, Bobcats, Model 443	11019.
	Clark, Bobcats, Model 643	13539; 13693; 13700; 13711; 13729; 13730; 13201.
	Atlas Copco Portable Air Compressor Model XAU60	657598; 656798; 657130; 657138.
	Atlas Copco Portable Air Compressor XAU50	107658; 108604.
	Clark Model 2,000 Articulate Loader	12184.
	Clark Model 909 Backhoe	1732.

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 CLERK
 1984 MAY 22 AM 9:29
 E. AUBREY COLLISON
 CLERK
 1
 1

RECORD FEE 11.00
 POSTAGE .50
 MAY 22 84

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S):
John C. Louis Company, Incorporated
 By: Wilmer S. Davison, Pres.
(Type or print name of person signing)

SECURED PARTY:
Union Trust Company of Maryland
 By: John S. Tuccitto, VP
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Union Trust Company of Maryland
P.O. Box 1077 Baltimore, MD 21203
Attn: Commercial Equipment Finance Dept. #7G2353

Mailed to Secured Party
 11/52

BOOK 473 PAGE 349
STATE OF MARYLAND

252084

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael J. Ebersberger T/A Ebersberger Contracting
Address 1711 Baltimore Annapolis Blvd., Arnold, Maryland 21012

2. SECURED PARTY

Name Vermeer Sales & Service, Inc.
Address 10792 Echo Lane, P.O. Box 207, Annapolis Junction, MD 20701
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

Mailed to: _____

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael J. Ebersberger T/A Ebersberger Contracting

(Signature of Debtor)

Michael J. Ebersberger
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Vermeer Sales & Service, Inc.

(Signature of Secured Party)

John Vos

Type or Print Above Signature on Above Line

E. AUBREY COLLISON
CLERK

1984 MAY 22 AM 9:29

RECEIVED IN RECORDS
CIRCUIT COURT ANNE ARUNDEL COUNTY



18 to

BOOK 473 PAGE 350

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 24, 1984,

between _____, as Seller/Lessor/Mortgagee

and Michael J. Gwynne / 1711 Baltimore Annapolis Blvd.
(Name) (Address) Arnold, MD 21012

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 13,896.00
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of April, 19 84

Venue Sales & Service, Inc. (SEAL)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 473 PAGE 351

TO: Vermeer Sales & Service, Inc. FROM: Michael J. Ebersberger T/A Ebersberger Contracting
 ("Seller") ("Buyer")
10792 Echo Lane, P.O. Box 207, Annapolis Junction, MD 20701 1711 Baltimore Annapolis Blvd., Arnold, MD 21012
 (Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) New Vermeer 630A Stump Cutter, S/N 3583, with 30 H.P. Wisconsin engine, pin type hitch, flotation type tires, rubber curtains, carbide cutting teeth, and hour meter.	(1) CASH SALE PRICE	\$ 10,932.60
	(2) DOWN PAYMENT in Cash	\$ 100.00
	(3) DOWN PAYMENT in Goods * (Trade-in Allowance)	\$ -0-
	(4) UNPAID BALANCE [Items (1)-(2)-(3)]	\$ 10,832.60
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	
	(6) OFFICIAL or DOCUMENTARY FEES	\$ 125.00
	Describe and Itemize	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 10,957.60
	(8) FINANCE CHARGE (Time Price Differential)	\$ 2,938.40
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 13,896.00	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 13,996.00	

* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1711 Baltimore Annapolis Blvd. Arnold Anne Arundel Maryland
 (Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of thirteen thousand eight hundred ninety six dollars and 00/100
 ***** Dollars (\$ 13,896.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 24th day of May, 19 84, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 386.00 and the final installment being in the amount of \$ 386.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
 CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 24, 19 84 BUYER(S)-MAKER(S):
 Accepted: Vermeer Sales & Service, Inc. (SEAL) Michael J. Ebersberger T/A Ebersberger (SEAL)
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here) Contracting
 By: [Signature] By: [Signature]
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here) (SEAL)
 (Witness as to Buyer's and Co-Maker's Signature) By: _____

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses on overdue payments, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

BOOK 473 PAGE 352

STATE OF MARYLAND

BOOK 473 PAGE 353

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 228855

RECORDED IN LIBER 417 FOLIO 249 ON October 18, 1979 (DATE)

1. DEBTOR

Name Eastern Petroleum Corporation
33 Hudson Street
Address Annapolis, Maryland 21401

2. SECURED PARTY

Name First Maryland Leasecorp
Post Office Box 1596
Address 25 South Charles Street
Baltimore, Maryland 21203
Attn: Elaine Klinger

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

#17775 C345 R01 T08:52
MAY 22 84

First Maryland Leasecorp

Dated April 23, 1984

Donald H. Hooker, Jr. Pres
(Signature of Secured Party)

Donald H. Hooker, Jr., President
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 22 AM 9:40

E. AUBREY COLLISON
CLERK



10 Mailed to Secured Party

NOT SUBJECT TO RECORDATION TAX

DO NOT RECORD AMONG THE LAND RECORDS

FINANCING STATEMENT

1. Debtors:
Douglas Moore
Dorothy A. Moore

Address:
7587 Baltimore-Annapolis Blvd.
Glen Burnie, MD 21061

2. Secured Parties:
Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Donna M. Pittman, Trustee

Address of all Secured Parties:
c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:
All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as: Unit No. 203 Bay Winds II Condominium, 511 Eagle Drive, Ocean City, MD 21482

Debtors:

Douglas Moore
DOUGLAS MOORE
Dorothy A. Moore
DOROTHY A. MOORE

RECORD FEE 12.00
POSTAGE .50
#17778 C345 R01 T08:55
MAY 22 84

To the Filing Officer: After this statement has been recorded, please mail the same to: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 MAY 22 AM 9:41
ET AUBREY COLLISON
CLERK

12.00
50

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

Pearmon Hauling, Inc. 69 E. Joyce Lane, Arnold, Maryland 21012

Name of Secured Party or assignee	No.	Street	City	State
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Allstate Financial Corporation 4660 Kenmore Ave., #701, Alex, VA 22304
P.O. Box 3009, Alex, VA 22302

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All present and hereafter created accounts receivable, contract rights, general intangibles, certificates of deposit, Debtor's interest in any returned, repossessed or unshipped goods, together with all of Debtor's books of account, ledger cards and records: All furniture, fixtures, tools and equipment, all vehicles: All computer programs and systems owned or operated in connection therewith: All inventory: All of the above securing present and future advances.

Assignee: Walter E. Heller & Company Southeast
4500 Biscayne Boulevard
Miami, Florida 33137

ALLSTATE FINANCIAL CORPORATION
P.O. BOX 3009
ALEXANDRIA, VA. 22302

RETURN TO:

Mailed to:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. <input type="checkbox"/> If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)	RECORD FEE	21.00
	POSTAGE	.50

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

PEARMON HAULING, INC.

ALLSTATE FINANCIAL CORPORATION (Seal)

Allen S. Pearmon - Pres.

(Corporate, Trade or Firm Name)

(Type or print name under signature)

Allen S. Pearmon
President

Signature of Secured Party or Assignee

Eladio Ortiz

(Owner, Partner or Officer and Title)

Eladio Ortiz
First Vice President

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 22 AM 9:41

E. AUBREY COLLISON
CLERK

2150

PURCHASE AND SECURITY AGREEMENT AND GUARANTY

THIS AGREEMENT is made this 16th day of May, 19 84,
 by and among ALLSTATE FINANCIAL CORPORATION, hereinafter called "Allstate"; PEARMON
HAULING, INC. Acq CF ASP, hereinafter called "Borrower," and
Allen S. Pearmon and ~~Alma~~ Pearmon, hereinafter called (jointly and severally) "Guarantor."

1. *Purchase of Accounts.* The Borrower will from time to time offer to sell to Allstate, and Allstate will purchase from Borrower, such open accounts receivable, book debts, notes, drafts, acceptances, contracts, and choses in action (hereinafter collectively called "Accounts" and individually called "Account") arising in the ordinary course of business of Borrower, as are acceptable to Allstate. Allstate will advance to Borrower at the time of the purchase of accounts a percentage of the face value thereof; and the remainder, hereinafter called the reserve, (less any charges, discounts or deductions and plus any overpayments), will be paid to Borrower immediately upon payment in full of any such accounts to Allstate by the parties indebted thereon (hereinafter referred to as the "Debtor(s)"). The amount of the advance and reserve will be agreed to by Allstate and Borrower at the time of purchase of Accounts. No such payments need be made by Allstate in respect of any accounts purchased or assigned hereunder, if Borrower is in default in the performance of any provisions of this agreement with respect to any accounts whatsoever. Borrower covenants and agrees to execute a schedule of accounts, in a form approved by Allstate, vesting in Allstate, all the Borrower's right, title and interest in and to said Accounts, with any securities or guarantees therein and in and to the property evidenced thereby, including the right of stoppage in transit.

2. *Charges.* Borrower shall pay the cost of filing any financing statement or other public records required, at Allstate's discretion, to perfect a security interest in the collateral (described below) offered by Borrower as security for the performance by Borrower (and the debtors of the Borrower) of Borrower's obligations hereunder. In addition, Allstate shall deduct from the reserve paid to Borrower the charges shown on the Rate Sheet attached hereto, as "discounts."

3. *Representations and Covenants.* The Borrower represents, warrants and covenants to Allstate with respect to each Account, as of the date of delivery and purchase of each such Account (a) Borrower's principal place of business, its financial books and records relating to the Accounts and the Accounts are located at the address set forth below; (b) Borrower owns the Accounts free and clear of liens, security interests, or encumbrances and will not assign, sell, mortgage, lease, transfer, pledge, grant a security interest in or encumber or otherwise dispose of or abandon any part or all of the Accounts without the prior written consent of Allstate; (c) Borrower has made proper entries upon its books, disclosing the absolute sale of Accounts to Allstate; (d) each of the Debtors named in the Account has legal capacity to contract and is indebted to Borrower in the amount indicated in the books and records of Borrower; (e) every Account is a certain undisputed claim for the amount set forth in the schedule of accounts, represents a sale and delivery of personal property sold, or work and labor done by Borrower, is not subject to any setoff or counterclaim, and will not be contingent upon the fulfillment of any contract or condition whatsoever, and Allstate may verify all such Accounts or any portion thereof; (f) each Debtor named in each account is solvent, and will remain so until the maturity thereof, and each Account will be paid in full on or before the date shown on its due date on the schedule of Accounts, and if not so paid Borrower will, upon demand, promptly pay any amount represented to be owing thereon to Allstate; (g) if any Debtor objects to the quality or quantity of property sold or work and labor done by Borrower, or rejects, returns, or fails or refuses to accept or receive any property represented by any Account, or if such property is rerouted or reconsigned, then the Borrower will forthwith pay to Allstate the amount represented to be owing on such Account, and in the case of any property returned to Borrower, Borrower will hold such property in trust for Allstate and subject to its order, until payment is made therefor by Borrower to Allstate; (h) if any allowance or credit on any account is given by Borrower, then Borrower shall pay the amount thereof immediately to Allstate; (i) Borrower, upon demand, will open all mail only in the presence of a representative of Allstate, who may take therefrom any remittances on Accounts sold by Borrower; (j) Allstate may endorse the name of Borrower upon any such remittances, if payable to Borrower, and may sign and endorse the name of Borrower on any invoice, freight bill, bill of lading, storage receipt, warehouse receipt, or any other instrument or document in respect of any Account, and may sign the name of Borrower on any notices Allstate may give to Debtors; (k) Allstate may, from time to time, enter Borrower's premises to inspect, check, make copies of or extracts from the books, Accounts, orders, and original correspondence relating to Accounts, and Borrower will make available its books, records and files to Allstate at any time for such purposes; (l) Allstate may hold for purchase or as security any Accounts, property, securities, guaranties, or monies of Borrower, which may at any time be assigned to, delivered to, or come into the possession of Allstate, and may apply these or the proceeds thereof to the payment of any amounts which at any time, then or thereafter, are or might be owing to Allstate by Borrower; (m) if any Debtor suspends business, requests a general extension of time within which to pay its debts, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy, or in equity for receivership, or for reorganization under the Bankruptcy Code or any amendment thereof is filed by or against any Debtor, or a creditors' committee is named for any Debtor, or in the event of the occurrence of any act whatsoever amounting to a business failure by any Debtor, then in such event Borrower will immediately pay to Allstate the amount represented to be owing by such Debtor on any Account; (n) if Borrower fails to perform promptly or violates any of the promises or obligations herein contained, then Borrower shall pay Allstate all attorney's fees, court costs, and all other expenses which may be expended or incurred by Allstate to obtain or enforce payment of any Account, either against the Debtor, Borrower, or any guarantors, or expended or incurred in the prosecution of any action against Borrower or any guarantors concerning any matter growing out of or connected with the subject matter of this agreement and Accounts purchased herein; (o) Borrower will execute and deliver to Allstate any and all instruments or documents, and do any and all things, necessary or convenient to carry into effect the provisions of this agreement, and to facilitate the collection of any Accounts.

4. *Collection of Accounts.* Borrower hereby authorizes Allstate to collect Accounts from the Debtors. Borrower agrees that it will transmit and deliver to Allstate in Alexandria, Virginia, on the dates of receipt thereof, all original checks, notes, drafts, acceptances, or other evidences or forms of payment received by Borrower in payment of, or on account of, any Accounts sold to Allstate, and Allstate shall accept at par, subject to payment, all such remittances. Allstate may notify any Debtor or Debtors of the assignment of Accounts by Borrower, and may collect such Accounts directly from any such Debtor; and Borrower does hereby constitute and appoint Allstate its attorney in fact irrevocably for it and in its name, and at the cost and expense of Borrower, to demand, collect, compromise, sue for, and institute and complete any action or proceedings whatsoever for the collection of any monies due upon any accounts.

5. *Lien and Security Interest; Assignment of Receivables.*

(a) To secure the payment of any of its obligations to Allstate, Borrower hereby grants to Allstate a continuing security interest in all personal property and fixtures in which Borrower has an interest, now or hereafter existing or acquired, and wheresoever located, tangible or intangible, including but not limited to all present and hereafter existing or acquired equipment, goods, inventory, furniture, receivables, Accounts, security agreements, notes, bills, acceptances, installment paper, certificates of deposit, tax refunds, insurance proceeds, conditional sale or lease contracts, chattel mortgages or deeds of trust, general intangibles, and contract rights, and all other hypothecations, and promises or duties to pay money, now or hereafter owned or acquired by Borrower, and all proceeds and collections thereof, all guaranties and other security therefore, and all right, title and interest of Borrower in any repossessed or unshipped goods, together with all of debtors books of account, ledger cards and records; All vehicles; All computer programs and systems owned or operated in connection therewith; All of the above securing present and future advances.

Allstate Financial Corporation
 4660 Kenmore Avenue
 Alexandria, Virginia 22304

Prepared by:

and all proceeds, products, returns, additions, accessions and substitutions of and to pay any of the foregoing (all of which is sometimes hereinafter referred to collectively as "Collateral"). Allstate shall have the right to use the name of Borrower in enforcing Allstate's rights hereunder.

(b) The Borrower will make due and timely payment or deposit of all taxes, assessments, or contributions required by law which may be lawfully levied or assessed with respect to any of the Collateral and will execute and deliver to Allstate, on demand, appropriate certificates attesting to the timely payment or deposit of all such taxes, assessments or contributions. The Borrower will use the Collateral for lawful purposes only, and with all reasonable care and caution, and in conformity with all applicable laws, ordinances and regulations. At its own cost and expense the Borrower will keep the Collateral in first class order, repair and condition.

(c) Allstate shall at all times have free access to and the right of inspection of any part or all of the Collateral and any records of the Borrower (and the right to make extracts from such records), and the Borrower shall deliver to Allstate the originals or true copies of such papers and instruments relating to any or all of the Collateral as Allstate may request at any time.

(d) Upon request of Allstate, Borrower shall pledge, assign and deliver the Collateral to Allstate at its office in Alexandria, Virginia, or such other places as Allstate may designate, together with schedules executed by Borrower, listing the Collateral and fully and correctly specifying in adequate detail the aggregate unmatured, unpaid face amount of each item of account and the amount of the deferred installments thereof falling due each month. The schedule shall be of form and tenor satisfactory to Allstate. Each payment of money to Borrower, and each assignment and delivery of Collateral pursuant to such payment covered by each schedule shall constitute and be a single transaction, separate from and independent of every other schedule, but the provisions of this Agreement shall apply to each and every such transaction. Any representations, warranties, guaranties or other undertakings of Borrower contained in said schedules or endorsed on any Collateral or otherwise entered into by or on behalf of Borrower by any of its officers or agents shall be binding on Borrower and shall not limit any of Borrower's warranties, guaranties, or other undertakings contained in this Agreement, but all such warranties, guaranties and undertakings and all rights and remedies of Allstate hereunder or under said schedules, endorsement or other undertakings shall be cumulative and none is exclusive. Borrower agrees that Allstate may from time to time verify the validity, amount and other matters relating to the Collateral by means of mail, telephone or otherwise in the name of Borrower, Allstate or such other name as Allstate may choose.

(e) Failure of Borrower to include any item of Collateral in any schedule, or failure to deliver physical possession of any instruments, documents or writings in respect of any Collateral shall not invalidate Allstate's lien and security interest therein, except to the extent that possession may be required by applicable law for the perfection of said lien or security interest.

(f) Failure of Allstate to demand or require Borrower to include any items of Collateral in any schedule, to execute any schedule, to assign and deliver any schedule, or to deliver physical possession of any instruments, documents or writings related to the Collateral shall not relieve Borrower of its duty to do so.

(g) After the occurrence of any event of default, as defined in Paragraph 7 hereof, and until such default is either cured or waived by Allstate in writing, Allstate may, without prior notice to Borrower, apply all or any part of the proceeds of any advance or advances thereafter made upon any schedule or schedules to reduction of Borrower's loan account or payment of any of Borrower's obligations.

(h) All purchases and advances by Allstate to Borrower under this Agreement and under all other future agreements constitute one transaction, and all indebtedness and obligations of Borrower to Allstate under this and under all other agreements, present and future, constitute one general obligation secured by collateral and security held and to be held by Allstate hereunder and by virtue of all other agreements between Borrower and Allstate, now and hereafter existing. It is distinctly understood and agreed that all of the rights of Allstate contained in this Agreement shall likewise apply insofar as applicable to any modification of or supplement to this Agreement and to any other agreements, present and future, between Allstate and Borrower.

(i) Without written consent of Allstate, Borrower will not allow any Financing Statement or Notice of Assignment of Accounts Receivable other than those executed or filed by Borrower or Allstate as a result of purchases or advances hereunder to be on file in any public office covering any of Borrower's accounts receivable, proceeds thereof or other matters subject to the security interest granted to Allstate in this Paragraph 5 of this Agreement.

6. *Prefunding.* Allstate may, from time to time, in its sole discretion advance monies to Borrower (a "prefunding") when there are no accounts upon which Allstate can obtain a lien as described in paragraphs 1 and 5 hereof. In the event such a prefunding is made, the parties agree to the following:

(a) *Accounts* — a hypothetical gross receivable will be created for each prefunding.

(b) *Advance* — the hypothetical gross receivable will be funded with actual dollars in the same manner and at the same advance rate (unless otherwise specified in the memorandum described in d below) as an actual receivable is funded. Thus, for example, if the Borrower desires 15,000.00 cash, has no accounts as defined in paragraph 1 hereof for security, and the advance rate being used by the parties is 60%, Allstate may, in its sole discretion, advance \$15,000.00 against a hypothetical gross receivable of \$25,000.00.

(c) *Charges* — the discounts charged on a prefunding will be applied in the same manner and at the same rates (unless otherwise specified in the memorandum described in d below) as the discounts applied to the purchase of actual accounts. Thus, for example, if \$15,000.00 is advanced against a hypothetical gross receivable of \$25,000.00, Borrower shall, at the time of repayment of the prefunding, repay the \$15,000.00 plus the applicable discount specified in the Rate Sheet herein.

(d) *Duration and Method of Repayment of a Prefunding* — the duration and method of repayment of a prefunding will be summarized in a memorandum prepared by Allstate prior to Allstate's disbursement of funds. Furthermore, if the parties agree to an advance and/or charge which differs from that specified on the Rate Sheet, changes will be noted in this memorandum. Said memorandum will clearly identify, by the dollar amount of the hypothetical gross receivable and the schedule number, the prefunding which it governs. This memorandum will be signed by both parties and the original shall remain in Allstate's possession.

(e) *Remedies* — Allstate may use all of the other security, accounts, and protections afforded by this agreement to satisfy the repayment of a prefunding. If Borrower does not repay a prefunding and earned discounts or is otherwise in default with Allstate, Allstate may apply such amounts otherwise due Borrower from other accounts or other assets which are secured by Allstate for any purpose to the repayment of a prefunding.

7. *Default.* If Borrower defaults in the performance of any provision of this Agreement, suspends business voluntarily or involuntarily, makes an assignment for the benefit of creditors, or if a receiver is appointed for the property of Borrower, or if a petition in bankruptcy, or in equity for receivership, or for reorganization under the Bankruptcy Code or any amendment thereof, is filed by or against Borrower, or a creditor's committee is named for Borrower, or in the event of occurrence of any act whatsoever amounting to a business failure by Borrower, or if borrower fails to notice Allstate of any change in officers, directors or stockholders of Borrower not occasioned by death, Allstate shall have the following rights and remedies in addition to all the rights and remedies provided in this Agreement and in the Uniform Commercial Code in force in the State of Virginia at the date of this Agreement, all such rights and remedies being cumulative and not exclusive:

(a) Borrower will, on demand, repurchase from Allstate all the outstanding and unpaid Accounts, and will pay Allstate therefor the aggregate principal amount owing thereon, plus charges accrued thereon, attorney's fees, interest at the prime rate in effect of the date of default at the Capital Bank, Washington, D.C., all expenses of collection, and other charges or expenses paid or incurred by Allstate in respect of Accounts, Debtors, Borrowers or Guarantors, or in the prosecution or defense of any actions in respect of this Agreement, or Accounts purchased hereunder, less any amounts payable by Allstate to Borrower hereunder; and upon failure to do so, Allstate may liquidate Accounts by sale at

public or private sale, on ten (10) days notice by registered mail to Borrower, or on such notice as may be required by law, at which sale Allstate may bid for and purchase Accounts free from any right or equity of redemption of Borrower, and the net proceeds of such sale shall be applied against the repurchase price, and the Borrower shall be entitled to any surplus, or shall pay any deficiency, and

(b) Allstate may, at any time and from time to time, with or without process of law and with or without the aid and assistance of others, enter upon any premises whatsoever in which the Collateral or any part thereof may be located, and without resistance or interference by the Borrower, take possession of the Collateral; and/or dispose of all or any part of the Collateral on any premises of the Borrower; and/or require the Borrower to assemble and make available to Allstate all or any part of the Collateral at any place and time designated by Allstate which is reasonably convenient to Allstate and the Borrower; and/or remove all or any part of the Collateral from any premises on which any part thereof may be located for the purpose of effecting sale or other disposition thereof; and/or sell, resell, lease, assign and deliver, or otherwise dispose of, the Collateral or any part thereof in its existing condition or following any commercially reasonable preparation or processing, at public or private proceedings, in one or more parcels at the same or different times with or without having the Collateral at the place of sale or other disposition, for cash, upon credit or for future delivery, and in connection therewith Allstate may grant options, at such place or places and time or times and to such persons, firms or corporations as Allstate deems best, and without demand for performance or any notice or advertisement whatsoever except that where an applicable statute requires reasonable notice of sale or other disposition, the Borrower hereby agrees that five (5) days notice by ordinary mail, postage prepaid, to any address of the Borrower set forth on this Agreement, of the place and time of any public sale or of the place and time after which any private sale or other disposition may be made, shall be deemed reasonable notice of such sale or other disposition; and/or liquidate or dispose of the Collateral or any part thereof in any other commercially reasonable manner.

The Borrower hereby waives all equity and right of redemption. Allstate may buy any part or all of the Collateral at any public sale and if any part or all of the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations Allstate may buy at private sale, all free from any equity or right of redemption which is hereby waived and released by the Borrower, and Allstate may make payment therefor (by endorsement without recourse) in notes of the Borrower to the order of Allstate in lieu of cash to the amount then due thereon which the Borrower hereby agrees to accept.

Allstate may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorneys' fees if this Agreement or any of the obligations of Borrower to Allstate is referred to any attorney for enforcement, to all legal expenses, court costs, collection charges, travel and other expenses which may be incurred by Allstate in attempting to collect the payment of any obligations to Allstate or to enforce this Agreement and realize upon the Collateral, or in the prosecution or defense of any action or proceeding related to the subject matter of this Agreement; and then to the payment of any obligation to Allstate, in such order and as to principal or interest as Allstate may desire; and the Borrower shall at all times be and remain liable and, after crediting the net proceeds of sale or other disposition as aforesaid, will pay Allstate on demand any deficiency remaining, including interest thereon and the balance of any expenses at any time unpaid, with any surplus to be paid to the Borrower.

(c) Allstate shall have the right to notify the U.S. Postal Service authorities to change the address for the delivery of mail addressed to Borrower to such address as Allstate may designate and Borrower hereby grants to Allstate an irrevocable Power of Attorney to sign and execute all forms necessary for the change of address, and Borrower hereby designates Allstate as its agent to receive and open Borrower's mail.

8. *Modifications.* Allstate may, without notice to Borrower, grant extensions to, or adjust claims, or make compromises, compositions, or settlements with Debtors with respect to any Accounts, or securities or insurance applying thereon, without affecting the liability of Borrower hereunder.

9. *Waiver.* Borrower waives notice of nonpayment, protest, and demand, or notice of protest and demand, of any Accounts, or any securities or instruments relating to any such Accounts. The waiver by Allstate of any breach of this Agreement, or any warranty or guaranty herein, shall not be construed as a waiver of any subsequent breach. The failure to exercise any right hereunder by Allstate shall not operate as a waiver of such right. All rights and remedies herein are cumulative and not alternative.

10. *Guaranty.*

(a) Guarantor is a party to this Agreement for the purpose of inducing Allstate to advance monies to or purchase accounts from Borrower.

(b) Guarantor hereby unconditionally guarantees the prompt and complete performance by Borrower of all the covenants and conditions of this Agreement, and liabilities of every kind and nature of the Borrower to Allstate, whether now existing or hereafter created or arising, and payment of all damages, costs and expenses that by virtue of this Agreement might be recoverable by Allstate from Borrower.

(c) This guaranty shall continue for as long as the Borrower shall be indebted to Allstate.

(d) Guarantor's obligations hereunder are derived from Borrower and Guarantor shall not be entitled to, and shall not assert any defense to which Borrower is not entitled.

(e) This guaranty shall extend to all present and future advances or repurchases by Allstate to or from Borrower.

(f) Allstate shall not be required to exhaust its remedies against Borrower before proceeding against Guarantor; and, Allstate may, at its discretion, proceed against either or both in any order it chooses.

(g) Any indebtedness of Borrower now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Borrower to Allstate.

(h) This guaranty shall not be discharged or in any way affected by the death of Guarantor.

(i) Guarantor hereby agrees to any modification of any terms or conditions of any obligation owed to Allstate by Borrower and/or to any extension or renewal of time of payment or performance by the Borrower or any Guarantor.

11. *Benefit.* This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

12. *Place of Business.* Borrower warrants and represents that its only places of business are those set forth below and that Allstate will be notified promptly of any change of location of any place of business or record keeping or the addition of any new place of business or record keeping. Borrower further warrants and represents that the only office where it keeps records concerning the Accounts herein referred to is its chief place of business set forth below.

13. *Assignment.* This Agreement may be assigned by Allstate without notice to Borrower. However, neither this Agreement nor the Guaranty herein may be assigned by Borrower or Guarantor without written consent of Allstate.

14. *Amendment.* This Agreement contains the entire agreement of the parties hereto, and neither shall be bound by anything not expressed in writing.

15. *Construction; Consent to Service of Process.*

(a) The validity, interpretation and effect of this Agreement and Guaranty shall be governed by the laws of the State of Virginia. The Borrower and Guarantor hereby consent to the jurisdiction of all Courts in Virginia and hereby appoint ~~* Stephen R. Pickett whose address is 1115 Cromwell Street, Alexandria, Virginia 22304~~ as Borrower's and Guarantor's agent for service of process. Said appointment by Borrower and Guarantor is for the sole purpose of acceptance of service of process and no other, and Borrower and Guarantor shall pay all costs and expenses incurred by said agent in notifying Borrower and/or Guarantor of the service of any process or service of other notices regarding this agreement.

(b) Borrower and Guarantor, each individually and separately, agree to notify Allstate and the agent referred to above, in writing, of any change in address which differs from that appearing on this contract. Borrower and Guarantor also agree that if they do not notify Allstate and agent by certified mail of any change in the address of the chief place of business of the Borrower, and the principal residence(s) of the Guarantor(s), that process and notices may be sent to the

*H. Jason Gold, Esq., 1614 King Street, Alexandria, VA 22314

last known address communicated to Allstate in that manner and that notice shall be good, valid and binding upon them.

(c) Borrower and Guarantor hereby authorize said agent to send notice to each of them, via certified mail, return receipt requested, at Borrower's chief place of business listed below and Guarantor's prime residence listed below; if Borrower's chief place of business and Guarantor's principal place of residence are in the State of Virginia, and Borrower and Guarantor have complied with paragraph (b) hereof, then said notification shall be by normal service of process or mail and not through the agent.

16. Power of Attorney-Borrower. Borrower hereby appoints and authorizes Allstate as its attorney-in-fact to endorse on its behalf Borrower's name on checks, or other forms of remittance received where such endorsement may be required to effect collections, or on and as to any forms of Collateral, such as letters of credit, deeds of trust, notes, deeds, etc., where said Collateral must be looked to by Allstate for collection of Borrower's debts hereunder. This power shall permit Allstate to deal generally in all respects, without restriction, in and with any of the property that constitutes either the Accounts secured hereunder, or the Collateral described herein. This power of attorney shall be deemed to be coupled with an interest and shall not be revoked and cannot be revoked except with the prior written consent of Allstate.

17. Power of Attorney - Guarantor. Guarantor hereby appoints Allstate as his/her attorney-in-fact to deal generally in all respects, without restriction, in and with all of the property owned by Guarantor that forms part or all of the Accounts secured hereunder or the Collateral described herein. This power of attorney shall permit Allstate to deal with said property as if said property were owned by Allstate. This power of attorney shall be deemed to be coupled with an interest and shall not be revoked except with the prior written consent of Allstate.

18. Term. This Agreement shall begin on the date first written above and continue in full force and effect for a period of one (1) year except that the warranties and representations given hereunder to Allstate and the remedies of Allstate for breach of such warranties and representation shall survive the termination of this Agreement. Such termination shall also not affect the rights of Allstate in enforcing its remedies concerning any Collateral after a default by Borrower which occurred before the termination hereof or in enforcing its rights and remedies against Guarantor.

19. Continuing Purchases. The parties contemplate a continuous course of purchase of Accounts by Allstate and concurrent advances to Borrower during the term of this Agreement. Borrower shall offer to Allstate accounts in the face amount of at least \$25,000.00 per month. Borrower warrants that it shall not enter into any other factoring or similar agreement with any other entity or person during the term of this Agreement without prior written consent of Allstate. In the event Borrower breaches this covenant, Borrower shall pay to Allstate, in addition to any other rights and remedies Allstate may have hereunder, the sum of \$ 2,000.00 as liquidated damages for said breach.

20. Continuing Effect. The provisions of this Agreement and Guaranty shall apply to all present and future transactions whereby Allstate advances monies to Borrower or whereby Borrower sells or assigns Accounts to Allstate.

IN WITNESS WHEREOF Borrower has executed this Agreement, and Allstate has noted its acceptance by its authorized employee.

(Corporate Seal)

Attest:

Alma Pearmon
Secretary
Alma Pearmon

SEAL *Alma Pearmon*

Pearmon Hauling, Inc
Maryland
March 22, 1983

PEARMON HAULING, INC.

Address: 69 E. Joyce Lane
Arnold, Maryland 21012

By: *Allen S. Pearmon*
Allen S. Pearmon
President

Allen S. Pearmon
Allen S. Pearmon
Guarantor

Address: 69 E. Joyce Lane
Arnold, Maryland 21012

Alma Pearmon
Guarantor
Alma Pearmon

Address: 69 E. Joyce Lane
Arnold, Maryland

May 16, 1984

ALLSTATE FINANCIAL CORPORATION

BY: *Salvador Ortiz*

STATE OF VIRGINIA
CITY, COUNTY, DISTRICT OF ALEXANDRIA

On this 16th day of May, 1984, before me, the undersigned Notary, personally appeared Allen S. Pearmon

of Pearmon Hauling, Inc. a corporation, and that he as such Allen S. Pearmon being

authorized to do so, executed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President

Gilbert Colon
Notary

My commission expires:

STATE OF VIRGINIA
CITY, COUNTY, DISTRICT OF ALEXANDRIA

On this 16th day of May, 1984, before me, the undersigned Notary, personally appeared Allen S. Pearmon

who is either known to me or has satisfactorily proved himself to be the person sworn, and he, being sworn, executed and acknowledged the foregoing Security Agreement and Guaranty as his act and deed.

Gilbert Colon
Notary

My commission expires: Feb 16, 1987

252007

BOOK 473 PAGE 380

RECORD FEE 15.00
MAY 22 1984
#17801 C345 R01 T10:02

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s) (or Assignor): Sheoring Shick Joh
 Address: Jung Soon Joh
 Sam Soo Park
 Kyong Ja Park
 113 Hollow Brook Road
 Timonium, Maryland 21093

2. Name of Secured Party (or Assignee):
 Address: Frank Nuttall
 814 Pasadena Road
 Pasadena, Maryland 21122

3. This Financing Statement covers the following types (or items) of property:

See Exhibit A attached hereto and incorporated by reference.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
 The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):

Sheoring Shick Joh
 Jung Soon Joh
 Sam Soo Park
 Kyong Ja Park

Secured Party:

By: *Frank Nuttall*
 FRANK NUTTALL
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to

Saul McCormick, Esquire
 Brown & McCormick
 7420 Baltimore-Annapolis Blvd.
 Glen Burnie, Maryland 21061
 Phone: (301) 766-9237

FILED IN RECORDS
 CLERK'S OFFICE
 BALTIMORE COUNTY
 1984 MAY 22 AM 10:17
 E. AUBREY COLLISON
 CLERK

EXHIBIT A

LIST OF EQUIPMENT

BOOK 473 PAGE 361

Desk/Chair	Telephone Desk/Chair
Three (3) Counters	Hanger Stands
600-hook Conveyer	600-hook Stand
Visi-file	Cash Register
Two (2) Bishop Marking Bins	Whirlpool Refrigerator
Drapery Press	Utilities Racks
Sonozalre Ozon Machine	Three (3) Baskets
Seven (7) Baskets/wheel	Hoffman Press - air
Hoffman Press - manual	Prosperity Press - air
Puff Iron	Iron Lowboy
Pants Topper	Hot Head Pants Topper
Detrex Reclaimer Model 326	Detrex Monarch Cleaner Model 359 35 lbs
Tnnel-matic	Spotting Board
Autoflex Filter Still Combination	Millner Extractor 25 lbs
Maytag Dryer, Elec	Whirlpool Dryer, Elec
Force 1 girl Shirt Unit consisting of	4-part folder
	Body Collar/Cuff
	Boussen Press
	Sleever
Ribbon Rite Shirt Marking Machine	Shirt Boxer
Milage Bouster	Water Tower
Exhaust Fan - Ceiling	Exhaust Fan - Wall mount
Compressor 5 HP	Boiler, gas, 15 HP
Hand Dolly	Hot Water Heater, Inoperable, Not In Use
Singer Sewing Machine	

INITIALS:

CSP
WGP
SSJ
JSS
FHA

252008

BOOK 473 PAGE 382

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax (Purchase Money) To Be Recorded in Land Records (For Fixtures Only).
 - Subject to Recordation Tax; Principal
- Amount is \$ 9,000.00

NAME	ADDRESS
1. Debtors(s) (or assignor(s))	No. Street City State
<u>Annapolis Construction, Inc.</u>	<u>3254 A Harness Creek Rd. Annapolis Md. 21403</u>

2. Secured Party (or assignee)
SUBURBAN BANK 12125 Viers Mill Road Silver Spring Md. 20906

3. This Financing Statement covers the following types (or items) of property:

1973 John Deere Angle Dozer Model JD450BC Serial #JD450BC18315T

RECORD FEE 11.00
 POSTAGE .50
 #17802 0345 R04 J19106
 MAY 22 1984

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 - (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 MAY 22 AM 10:17
 E. AUBREY COLLISON
 CLERK

Secured Party:	Debtor(s) or Assignor(s)
SUBURBAN BANK	<u>Annapolis Construction, Inc.</u>
By: <u>Jane H. Tisdale</u>	<u>Richard L. Clow, President</u>
Type Name <u>Jane H. Tisdale</u>	<u>Richard L. Clow</u>
Title <u>Retail Banking Officer & Manager</u>	

Type or Print Name and Title of Each Signature

Mailed to Secured Party

500:JGW:21
1jb/4/30/84

H-106690

~~SAFECO~~ INSURANCE COMPANY OF MARYLAND
ST. PAUL & LEXINGTON STS.
BALTIMORE, MD. 21202

BOOK 473 PAGE 363

FINANCING STATEMENT

252009

To be filed in the Financing Statement Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of a certain Deed of Trust of even date herewith (the "Deed of Trust") securing a debt in the principal amount of \$1,300,000.00 or so much thereof as may be advanced. Recordation taxes in the amount of \$ 9100.00 will be paid to the Clerk, Circuit Court of Anne Arundel County at the recording of the aforementioned instrument.

NAME OF DEBTOR:

PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP
a Maryland Limited Partnership

Mailed to:

ADDRESS:

7223 Parkway Drive
Suite 209
Dorsey, Maryland 21076

RECORD FEE 12.00
POSTAGE .50
#17824 0040 R01 T10:26
MAY 22 84

NAME OF SECURED PARTY:

CROWN LIFE
INSURANCE COMPANY

(2) Trustee(s):

JOHN G. WHARTON
CATHERINE S. SIPERKO
929 N. Howard Street
Baltimore, Maryland 21201

ADDRESS OF SECURED PARTY:

210 Bloor Street, East
Toronto, Canada M4W 1B8

1. This Financing Statement Covers the following items of property:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.
- B. Proceeds of the above described collateral.
- C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 22 AM 10:38

E. AUBREY COLLISON
CLERK

1208

contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Deed of Trust, including also (i) all books, records, contracts surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Leases and Guarantees instrument executed and dated of even date herewith.

D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 7223 Parkway Drive, Anne Arundel County, Maryland and more fully described in and conveyed by Debtor to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust and Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: May 1, 1984

DEBTOR SIGNATURE:

PARKWAY INDUSTRIAL CENTER LIMITED
a Maryland Limited Partnership PARTNERSHIP

By:

Leslie Legum,
General Partner

SECURED PARTY SIGNATURERS:

CROWN LIFE INSURANCE COMPANY

By:

Anthony King
Agent for Secured Party

John G. Wharton
John G. Wharton, Trustee

Catherine S. Siperko
Catherine S. Siperko, Trustee

ST. PAUL & LEXINGTON STS.
BALTIMORE, MD. 21202

NAVY FEDERAL CREDIT UNION
Washington, DC 20391

FINANCING STATEMENT

BOOK 473 PAGE 365

Pursuant to the Uniform Commercial Code, this statement is presented for filing to the Clerk of the Circuit Court for Anne Arundel County, Maryland, to be filed among the Financing Statement Records for the aforesaid County and State.

NAME OF DEBTOR(S):

WILLIAM HENRY BORGER, III and
KAREN M. BORGER, husband and wife

ADDRESS OF PROPERTY:

252000
340 Tern Wing Drive, Arnold, Maryland 21012;
Lot 18, Section II, Plat 2, "HIDDEN RIDGE,
BRIGHTLEAF" S/D, Anne Arundel County, Maryland

NAME OF SECURED PARTY:

Navy Federal Credit Union

ADDRESS:

P.O. Box 969
Vienna, VA 22180

This Financing Statement covers the following items:

Range/Oven, Refrigerator, Dishwasher, Wall to Wall Carpeting; also including any renewals or replacements of these items.

1984 MAY 22 AM 11:37
E. AUBREY COLLISON
CLERK

CR
CLERK

The security agreement to which this Financing Statement relates is a Deed of Trust dated May 21, 1984 and recorded among the Land Records of Anne Arundel County, Maryland covering the above described real estate and in addition security for the indebtedness therein described. The above items shall be subject to all the terms of said Deed of Trust and, in the event of foreclosure thereunder, may be sold together with the real estate at such foreclosure sale. Debtors have the right to substitute articles of equal or greater value for any of the items covered herein.

This Financing Statement is not subject to a Recordation Tax and should be returned to the Secured Party at the above address after recording.

Executed this 21st day of May 19 84 .

William Henry Borger, III by Karen M. Borger his attorney-in-fact

Signature of Member/Borrower William Henry Borger, III by
Karen M. Borger, his Attorney-in-Fact

Karen M. Borger
Signature of Co-Borrower Karen M. Borger

Navy Federal Credit Union

By: *T.M. Kramer*
T.M. Kramer, Supervisor, First
Mortgage Loan Closing Section

Mailed to Secured Party

RECORD FEE 13.00
POSTAGE .50
RECORD COST 13.50
MAY 22 1984

FINANCING STATEMENT

Contract Date
 Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s) (or Assignor): Rietschle, Inc.
Address: 1321K Mercedes Drive
Linthicum, Maryland 21090

2. Name of Secured Party (or Assignee): MARYLAND NATIONAL BANK
Address: 225 North Calvert Street
Baltimore, Maryland 21202

This Financing Statement covers the following types (or items) of property:
As Per Schedule "A" Attached.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):

Rietschle, Inc.
By: *Howard P. Barry, Jr.*
VP & Gen Mgr.
Howard P. Barry, Jr. - Vice Pres.

Secured Party:

MARYLAND NATIONAL BANK
By: *K. B. Huber*
K. B. Huber - AVP
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Maryland National Bank at address shown in 2. above)

P

Mailed to Secured Party
99 Co
11-50

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1984 MAY 22 AM 11:39
E. AUBREY COLLISON
CLERK

RECORDING FEE 11.00
NOTARIAL FEE 1.50
#801-25-0077 1027 101436
MAY 22 84

CLERK'S NOTATION
 Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

SCHEDULE A
LISTING OF EQUIPMENT

BOOK 473 PAGE 367

FORM # 00703103

QUANTITY	MODEL #	SERIAL #	DESCRIPTION
1	#21008		IBM 64K Computer System
3	#21046		Chip Kits
1	#21026		320KB Drive
1	#21305		IBM Color Monitor
1	#21081		Printer Adapter
1	#21247		NEC 3550 Letter Quality Printer
1	#21249		Tractor Feed
1	#21552		IBM - OKI Cable
1	#21084		Color/Graphics Card
1	#1F15B36		Interlake Material Handling System
14	#1F15B		Interlake Frames, Extensions, Beams

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate account of the "Equipment" as defined in the Lease Agreement.

Rietschle, Inc.
 LESSEE
 BY: *Howard L. Berry Jr*
 TITLE: *VP & Gen Mgr*
 ACCOUNT # _____

ORIGINAL

FINANCING STATEMENT

252092

1. Name of Debtor: EBERSBERGER ENTERPRISES
Address: 570 Ritchie Highway
Severna Park, Maryland 21145
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate and Mortgage Banking
Department
10 Light Street
Baltimore, Maryland 21202

RECORD FEE 16.00
POSTAGE 2.00
#17337 0345 ROL 111:30
MAY 22 84

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, and used or usable in connection with the operation of the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 16, 1984 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation Tax has been paid on the principal amount of \$200,000 in connection with the filing of the aforesaid Deed of Trust in the Land Records of Anne Arundel County, Maryland.

Debtor:

EBERSBERGER ENTERPRISES,
a Maryland general partnership

By: *Molpe W. Ebersberger*
Molpe W. Ebersberger, Partner

By: *A. D. Ebersberger*
Arthur D. Ebersberger, Partner

By: *George H. Ebersberger*
George H. Ebersberger, Partner

Secured Party:

MARYLAND NATIONAL BANK

By: *Richard C. Jacobs*
~~Gregory A. Fazio~~
Assistant Vice President

Richard C. Jacobs
MORTGAGE LOAN REPRESENTATIVE

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 22 AM 11:41

E. AUBREY COLLISON
CLERK

Mailed to: *Chesapeake Loan*

16.00
50

BOOK 473 PAGE 369

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that parcel or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point in the South 57°42' West 198.97 foot line of the parcel of ground secondly described in the conveyance from Arthur W. Giddings and Lydia E. Giddings, his wife, to Emanuel S. Kalus and Morton E. Kalus by Deed dated October 9, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1514, folio 177, said point being South 57°42' West 133.46 feet from the easternmost corner of the above mentioned conveyance to Kalus; thence running from said point of beginning so fixed and through a conveyance from Alma L. Bourke to Arthur W. Giddings and Lydia E. Giddings, his wife, by deed dated May 14, 1957; and recorded among the said Land Records in Liber GTC 1120, folio 307. South 32°18' East 150.0 feet to a point; thence at right angles, South 57°42' West 103.0 feet to a point; thence North 32°18' West 150.0 feet to a point in the South 57°42' 393.34 foot line of the parcel of ground firstly described in the above mentioned conveyance from Giddings to Kalus; thence with part of said line in the conveyance from Giddings to Kalus, and with part of the southwest line of the parcel of ground secondly described in said conveyance from Giddings to Kalus, North 57°42' East 103.0 feet to the place of beginning. Containing 0.354 of an acre, more or less.

TOGETHER with, and subject to, the use in common with others having the like use in common thereof, of a right-of-way twenty-five feet wide throughout for all purposes of ingress to, egress from, and access to and from the parcel of ground hereinabove described to and from said parcel and the Governor Ritchie Highway by foot and all manner of motor vehicles, the center line of which said right-of-way and easement is more fully described as follows, to wit:

BEGINNING for the same at a point on the southwest side of the Governor Ritchie Highway, said point being South 27°21' East 80.56 feet from the easternmost corner of the parcel of ground secondly described in the conveyance from Arthur W. Giddings and Lydia E. Giddings, his wife, to Emanuel S. Kalus and Morton E. Kalus by Deed dated October 9, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1514, folio 177; said point being also North 27°21' West 395.59 feet from the end of the South 27°21' East 661.84 foot line of the conveyance from Alma L. Bourke, single, to Arthur W. Giddings and wife by deed dated May 14, 1957 and recorded among the said Land Records in Liber GTC 1120, folio 307.

THENCE leaving said right-of-way line of the Governor Ritchie Highway and running through the aforesaid tract of ground conveyed from Bourke to Giddings, and with the centerline of the herein described right-of-way twenty-five feet wide, the two (2) following courses and distances, i.e. South 32°50'50" West 75.51 feet to a point and South 57°42' West 58.0 feet to a point which marks the end of the said right-of-way; said point being in the South 32° 18' East 150 foot line of the 0.354 acre, more or less, parcel hereinbefore described.

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$161,400.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: MAY 17th, 1984

FINANCING STATEMENT

1. Debtor:

PARK HOUSE, INC.

Address:

P.O. Box 824
Severna Park, Maryland 21146

2. Secured Party:

UNION TRUST COMPANY OF
MARYLAND

Address:

P.O. Box 1077
Baltimore, Maryland 21203

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 22 AM 11:42

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

13-00
56

RECORDED
POSTAGE
#17843 0345 R01 T11:33
MAY 22 84

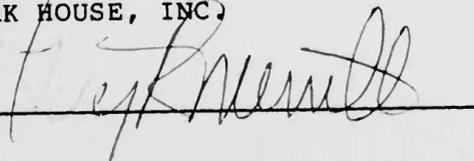
(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

PARK HOUSE, INC.

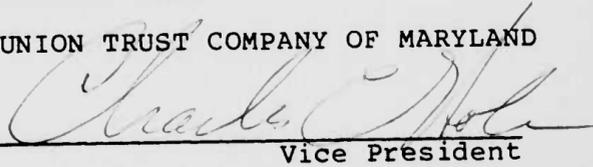
By



SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By



Vice President

SCHEDULE A

Being known and designated as Lots 7, 8 and 26, which lots are shown on the Plat entitled "Revised Plat of Oak Hill", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 76, folio 47.

FINANCING STATEMENT

File No.

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY.

<p>1. DEBTOR(S) and Address(es)</p> <p>TRC, Inc. 326 1st Street, Suite 35 Annapolis, Maryland 21403</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 ATTN: Commercial Finance Dept.</p>
---	---

3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

C. Other:

RECORD FEE 11.00
POSTAGE .50
#17859 0040 R01 T11:51
MAY 22 84

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ _____.

DEBTOR:

SECURED PARTY:

TRC, Inc.
(Type Name)

By: _____

By: Theresa R. Lopez / Pres.
(Type or print name and title)

Susan E. Burton
(Type or print name and title)
Susan E. Burton, C.B.O.

(Type or print name and title)

(Date signed by Debtor)

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 22 PM 12:23

E. AUBREY COLLISON
CLERK



1185

473-375

No. NOT USED

5-22-84

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

BRA-JU, INC.
T/A MR. TRANSMISSION
425 Crain Highway South
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

Maryland National Bank, Loan Operation Center
P.O. Box 17047
Baltimore, Maryland 21203

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

RECORD FEE 12.00
POSTAGE .50
#17835 D040 R01 11:55
MAY 22 84

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is , is not exempt from the recordation tax. Principal amount of the Debt is \$ _____.

Secured Party

MARYLAND NATIONAL BANK

Ruth F. Riley
Ruth F. Riley-Commercial
Loan Operations Officer

DEBTOR:

BRA-JU, INC. T/A MR. TRANSMISSION
425 Crain Highway South
Glen Burnie, Maryland 21061

Brady A. Lail
Brady A. Lail, President

AFTER RECORDATION RETURN TO:

Maryland National Bank
Loan Operation Center
P.O. Box 17047
Baltimore, Maryland 21203

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 MAY 22 PM 12:24

E. AUBREY COLLISON
CLERK

0467464-9007

R. S.

FINANCING STATEMENT

252096

1. Debtors: Address:
 Reginald L. McNamara, Jr. 3481 Ranger Road
 Teddie Lou K. McNamara Davidsonville, MD 21035

2. Secured Parties: Address of all Secured Parties:
 Second National Building & Loan, Inc. c/o Second National Building & Loan, Inc.
 William F. Brooks, Jr., Trustee Phillip Morris Drive & Route 50
 Donna M. Pittman, Trustee Salisbury, Maryland 21801

3. This Financing Statement covers:
 All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as: Unit No. 19, Bldg. 2, Club Ocean Villas Condominium, 108 Edward Taylor Road, Ocean City, MD 21482

RECORD FEE 12.00
 POSTAGE .50
 #17867 0040 R01 T11:56
 MAY 22 84

Debtors:

Reginald L. McNamara, Jr.
 REGINALD L. MCNAMARA, JR.
Teddie Lou K. McNamara
 TEDDIE LOU K. MCNAMARA

To the Filing Officer: After this statement has been recorded, please mail the same to:
 Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury,
 Maryland 21801.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 22 PM 12:24

E. AUBREY COLLISON
CLERK

12.00

BOOK 473 PAGE 378

COPY FOR FILING OFFICER

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land } Liber 446 Folio 80 File No. 241221
 Financing Statement }

Date of Financing Statement January 21, 1983

NAME	ADDRESS
1. Debtor(s) (or assignor(s))	No. Street City State
American Security Storage of Annapolis, Inc.	11 Hudson Street Annapolis Maryland 21401

2. Secured Party (or assignee)
 SUBURBAN BANK, 6610 Rockledge Drive, Bethesda, Md. 20817

CHECK THE LINES WHICH APPLY

3. A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
 POSTAGE .50
 #17869 0040 R01 T11:57
 MAY 22 84

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

RETURN TO: Weinberg and Green (JCK)
 100 South Charles Street
 Baltimore, Maryland 21201

Mailed to: _____ Secured Party:
 Dated: May 24 1983

SUBURBAN BANK

By: Don S. GardinerType Name Don S. GardinerTitle Assistant Vice PresidentRECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTYBL
 CLERK

1984 MAY 22 PM 12:24

E. AUBREY COLLISON
 CLERK

BOOK 473 PAGE 379

COPY FOR FILING OFFICER

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land
 Financing Statement } Liber 446 Folio 81 File No. 241222
 Date of Financing Statement January 21, 1982

NAME	ADDRESS		
1. Debtor(s) (or assignor(s))	No.	Street	City State
American Security Storage of Annapolis, Inc.	11	Hudson Street	Annapolis, Maryland 21401
2. Secured Party (or assignee)			
SUBURBAN BANK,	6610	Rockledge Drive,	Bethesda, Md. 20817

CHECK THE LINES WHICH APPLY

3. A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
 POSTAGE .50
 #17870 C040 R01 T11:58
 MAY 22 84

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

RETURN TO: Weinberg and Green (JCK)
 100 South Charles Street
 Baltimore, Maryland 21201

Mailed to: _____ Secured Party:
 SUBURBAN BANK
 Dated: May 21 19 83
 By: Don S. Cardiner
 Type Name Don S. Cardiner
 Title Assistant Vice President

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY



1984 MAY 22 PM 12:24

E. AUBREY COLLISON
 CLERK

JSW/03-27-84
4949r

BOOK 473 PAGE 380

BL-2523

252097

To be recorded:
among Land Records
in Financing Statement
Records
with State Department of
Assessments and Taxation

Not subject to recordation
tax:
Principal amount is
\$1,930,000

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor: Address of Debtor:
HANOVER GENERAL PARTNERSHIP, 7223 Parkway Drive
a general partnership organ- Hanover, Maryland 21076
ized and existing under the
law of Maryland,
2. Secured Party: Address of Secured Party:
NEW ENGLAND MUTUAL LIFE 501 Boylston Street
INSURANCE COMPANY, a cor- Boston, Massachusetts 02117
poration organized and ex-
isting under the law of
Massachusetts,

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings and windows, stoves, sump pumps, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, royalties, revenues, rents, issues, profits and other income of and from the said land

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1984 MAY 22 PM 3:07
E. AUDREY COLLISON
CLERK

16.50

and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

3.3. All awards heretofore or hereafter made by any federal, state or local governmental or quasi-governmental authority, or by any other authority or corporation exercising the power of condemnation or eminent domain with respect to any property described in this Financing Statement.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Morton P. Fisher, Jr. and Fred Wolf, III, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to New England Mutual Life Insurance Company.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland, which is more particularly described in the said deed of trust and security agreement, and in Exhibit A hereto. The Debtor is a record owner of the land described in Exhibit A hereto.

Debtor:

Secured Party:

HANOVER GENERAL PARTNERSHIP,
a general partnership organized and existing under the law of Maryland,

NEW ENGLAND MUTUAL LIFE INSURANCE
COMPANY, a corporation organized and existing under the law of Massachusetts,

By: Douglas H. Legum (SEAL)
Douglas H. Legum, General Partner

By: John H. Collins, Jr. (SEAL)

By: Parkway Industrial Center,
General Partner

By: Leslie Legum (SEAL)
Leslie Legum, General Partner

Date: May 21, 1984

[To the Filing Officer: After this Statement has been recorded, please mail the same to Judith S. Waranch, Esquire, 1300 Mercantile Bank and Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201.]

JSW/03-27-84
4949r

BOOK 473 PAGE 382

EXHIBIT A

Description of Land

ALL OF THAT LAND, situate and lying in Anne
Arundel County, Maryland, which is described as follows:

Lot 104-A as shown on a plat en-
titled "Resubdivision of Lot 104, Park-
way Industrial Center II, 5th District,
Anne Arundel County, Maryland", which
plat is recorded among the Land Records
of Anne Arundel County as Plat Number
4635 in Book 89 at Page 10.

Mailed to Secured Party

Atlanta Lettle

BC-2654

BOOK 473 PAGE 383

252098

To Be Recorded In The Land Records
And In The Chattel Records Of
Anne Arundel County, Maryland
And Among The Financing Statement
Records Of The State Department
Of Assessments and Taxation.

Not Subject To Recording Tax
(Additional Collateral)

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 MAY 22 PM 3:07
E. AUDREY COLLISON
CLERK

FINANCING STATEMENT

1. Debtor: HANOVER GENERAL PARTNERSHIP
Parkway Drive
Suite 209
Dorsey, Maryland 21076

2. Secured Party: THE FIRST NATIONAL BANK
OF MARYLAND
25 South Charles Street
P.O. Box 1596
Baltimore, Maryland 21203

Attn: James Lambdin,
Vice President

3. This Financing Statement covers, and the Debtor grants to the Secured Party a security interest in and to, the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the below-described real property.



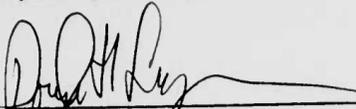
RECORD FEE 16.00
POSTAGE 2.50
TOTAL 18.50
MAY 22 1984

165

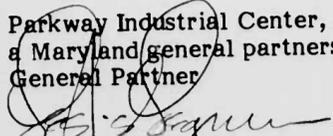
- d. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - e. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - f. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payments of the contract price and performance of the terms and conditions of any contract of sale of the real property referred to below.
 - g. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property is to be affixed to or is part of the real estate described in Exhibit "A", attached hereto, also being described in a Deed of Trust of even date herewith and recorded among the Land Records from the Debtor to the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this Financing Statement.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

HANOVER GENERAL PARTNERSHIP,
a Maryland general partnership

By:  (SEAL)
Douglas H. Legum,
General Partner

And By: Parkway Industrial Center,
a Maryland general partnership,
General Partner

By:  (SEAL)
Leslie Legum, General Partner

Date: May 21, 1984

TO FILING OFFICER: After this Statement has been recorded, please return to:

Richard C. Faint, Jr., Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202

BOOK 473 PAGE 385

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 105, as shown on the Plat entitled, Parkway Industrial Center II, Phase II," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 88, folios 9 and 10, and as amended in Plat Book 88, folios 46 and 47.

BEING part of the same property which by Deed dated August 14, 1980 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3334, folio 572, was conveyed to the Grantor by Samuel H. Clark, Jr., Trustee, et al.

H-00.39

Mailed to: Atlanta Title

TO BE RECORDED IN LAND RECORDS SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT TO BE NOT SUBJECT TO

FINANCING STATEMENT

1. Debtor(s): E.C.S., Inc., Louis Richard Greig and Evelyn Christine Greig
 Name or Names—Print or Type
1311 West Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type _____
 Address—Street No., City - County State Zip Code _____

2. Secured Party: City Awning company
 Name or Names—Print or Type
 Address—Street No., City - County State Zip Code _____

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
 2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.
 4. If above described personal property is to be affixed to real property, describe real property.

1311 West Street
Annapolis, Maryland

5. If collateral is crops, describe real estate.
N/A

RECORD FEE 13.00
 POSTAGE .50
 #17904 0040 R01 714:04
 MAY 22 84

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

DEBTOR(S): E.C.S., Inc.
 By: [Signature]
 (Signature of Debtor)
L R Greig
 Louis Richard Greig Type or Print Greig
[Signature]
 (Signature of Debtor)
 Evelyn Christine Greig
 Type or Print

SECURED PARTY:
City Awning Company
 (Company, if applicable)
[Signature]
 (Signature of Secured Party)
Joseph J. Goetz, Pres.
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

Luras Bros. Form F-1

Mailed to: _____

RECEIVED FOR RECORD
 CIRCUIT COURT T.A.A. COUNTY
 1984 MAY 22 PM 2:12
 E. AUBREY COLLISON
 CLERK

1300 50

#865

252100

BOOK 473 PAGE 387

<input type="checkbox"/> Filed for record in the real estate records	<input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) DOVELL AND WILLIAMS, INC. 7110 Crain Highway Glen Burnie MD 21061	2. Secured Party(ies) and address(es) VTCC, INC. dba VOLVO WHITE TRUCK CREDIT COMPANY 128 EAST FRONT STREET BUCHANAN MI 49107	3. For Filing Officer (Date, Time, Number, and Filing Office) <i>Volvo</i>

RECORD FEE 11.00
POSTAGE
#17175-C345 R01 109-25
APR 24 84

7. This financing statement covers the following types (or items) of property

(1) Inventory of new and used trucks and motor vehicles upon which any indebtedness is now or hereafter owed to Secured Party, together with all attachments and accessories thereto, including but not limited to truck bodies and trailers; (2) Chattel paper covering any of the foregoing; (3) All proceeds arising from the sale, lease, rental or other disposition of any of the foregoing.

RECORD FEE 11.00
POSTAGE .50
#17325-C345 R01 115-39
MAY 22 84

A nne Arundel Co MD Which ever is Applicable (See Instruction Number 9) 1002	DOVELL AND WILLIAMS, INC. <i>L. A. Williams, Inc.</i> Signature(s) of Debtor (Or Assignor)	VTCC, INC. dba VOLVO WHITE TRUCK CREDIT COMPANY <i>R. R. Collins, V.P.</i> Signature(s) of Secured Party (Or Assignee)
--	--	---

Filing Officer Copy — Alphabetical
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Rev. Jan. 1980 Forms may be purchased from Hubbs & Warren, Inc., Boston, Mass. 02101

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 MAY 22 PM 3:44
E. AUBREY COLLISON
CLERK

4 <input type="checkbox"/> Filed for record in the real estate records.	5 <input type="checkbox"/> Debtor is a Transmitting Utility.	6 No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Consignee DOVELL AND WILLIAMS, INC. 7110 Crain Highway Glen Burnie MD 21061	2. Secured Party(ies) and address(es) Consignor VTCC, INC. dba VOLVO WHITE TRUCK CREDIT COMPANY 128 EAST FRONT STREET BUCHANAN MI 49107	3. For Filing Officer (Date, Time, Number, and Filing Office) <i>Voisje</i>

7. This financing statement covers the following types (or items) of property:

This financing statement is filed to give notice that Consignor will from time to time deliver on consignment to Consignee new and used motor vehicles, trucks and accessories and attachments thereto, including truck bodies and trailers, as well as parts for any of the foregoing.

RECORD FEE 11.00
POSTAGE 50
#17926 0345 R01 108:24
APR 28 84

RECORD FEE 11.00
POSTAGE 50
#17926 0345 R01 115:40
MAY 22 84

Products of Collateral are also covered

Anne Arundel Co MD Whichever is Applicable (See Instruction Number 9) 1000	DOVELL AND WILLIAMS, INC. <i>Randall Williams, Jr.</i> Signature(s) of Debtor (Or Assignor)	VTCC, INC. dba VOLVO WHITE TRUCK CREDIT COMPANY <i>R.R. Collins, Jr.</i> Signature(s) of Secured Party (Or Assignee)
--	---	---

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 MAY 22 PM 3:44
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Ultra Corporation 320 Quaker Ridge Road Timonium, MD 21093	2. Secured Party(ies) and address(es) Allied Lending Corporation Suite 603 1625 Eye Street, N.W. Washington, D.C. 20006	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. Liber 412 page 196
Filed with Clerk, Anne Arundel Date Filed 8/13 1979

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. assign to Administrator, U.S. Small Business Administration, 1441 L Street, N.W. Washington, D.C. 20005 all furniture, fixtures, machinery, equipment, including inventories (raw materials, work in progress, finished and supplies), contract rights, accounts receivable and all tangible and intangible assets now owned or hereafter acquired and on all proceeds thereof, whether purchased with loan proceeds, or otherwise, wherever located.

No. of additional Sheets presented: _____

By: [Signature] Signature(s) of Secured Party(ies)
ALLIED LENDING CORPORATION

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

RECORD FEE 10.00
POSTAGE .50
#1727 0345 RM 11544
MAY 22 84

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 MAY 22 PM 4:14
E. AUBREY COLLISON
CLERK



TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Francis W. Hinebaugh
 Name or Names—Print or Type

Box 33C, Tracy's Landing, Anne Arundel, Maryland. 20779
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company
 Name or Names—Print or Type

400 19th Street Moline, Ill. 61265
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) Used John Deere 410B Backhoe Loader, S/N TO410BB702038 w/16" and 24" Buckets and Reversible Stabilizer

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Francis W. Hinebaugh
(Signature of Debtor)

Francis W. Hinebaugh
Type or Print

(Signature of Debtor)

Type or Print

John Deere Industrial Equipment Co.
(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company
400 19th Street, Moline, Ill 61265

E. AUBREY COLLISON
CLERK

1984 MAY 22 PM 4:15

RECEIVED
F. RECORD
STREET COUNTY, ANNE ARUNDEL COUNTY

RECORDED FEE 11.00
POSTAGE .50
#17933 0345 R01 115451
MAY 22 84

11.00
Mailed to Secured Party

FINANCING STATEMENT FORM UC-31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stursa, Marvin J. & Katherine L. Stursa
Address 10 Ridge Road, Severna Park, Md. 21146

2. SECURED PARTY

Name First Commercial Corporation
Address 303 2nd Street
Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1979 40'2" Bristol Fiberglass Hull # BTY40790479
1979 40HP Westerbeke Diesel Engine # 533252B905

FIRST ASSIGNEE: Fleet National Bank
111 Westminster Street
Providence, R.I. 02903

Home Anchorage/Winter: Annapolis, Md.

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE 50
#17937 C345 R01 116:00

MAY 22 84

(Signature of Debtor)

Marvin J. Stursa
Type or Print Above Name on Above Line

Katherine L. Stursa
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Secured Party.

Anne Arundel
4 25 84

RECEIVED FOR RECORD
CIRCUIT COURT TARRANT COUNTY
1984 MAY 22 PM 4:15
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

252104

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Elwood Grover Trapp, Jr. T/A Trapps Trucking Company RECORD FEE 14.00
Address 16 Patapsco Road, Linthicum Heights, Maryland 21090 POSTAGE #17942 0345 ROL J 15:05 MAY 22 '84

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 4100 41st Street, Brentwood, Maryland 20722
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

Mailed to: _____

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Elwood Grover Trapp, Jr. T/A Trapps Trucking Company

(Signature of Debtor)

Elwood Grover Trapp, Jr.

Type or Print Above Name on Above Line

Elwood Grover Trapp, Jr.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

William Fenwick
(Signature of Secured Party)

(Signature of Secured Party)

William Fenwick

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CLERK COURT, ANNE ARUNDEL COUNTY
1984 MAY 22 PM 4:17
E AUBREY COLLISON
CLERK

14.00
50

CONDITIONAL SALE CONTRACT NOTE Elwood Grover Trapp, Jr.

TO: Washington Freightliner, Inc. FROM: T/A Trapps Trucking Company
4100 41st Street, Brentwood, MD 20722 16 Patapsco Road, Linthicum Heights, MD 21090
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

**One (1) 1984 Western Star Dump Truck
Model 4964-2, S/N 2WLPCJEA1K910559
with 15' R & S Steel Dump Body,
S/N 843248**

- (1) TIME SALES PRICE \$ 105,418.56
- (2) Less DOWN PAYMENT IN CASH \$ -0-
- (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
- (4) CONTRACT PRICE (Time Balance) \$ 105,418.56

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

16 Patapsco Road, Linthicum Heights, MD 21090

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred five thousand four hundred eighteen dollars and 56/100***** Dollars (\$ 105,418.56)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of May, 19 84, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 2,196.22 and the final installment being in the amount of \$ 2,196.22

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: April 26, 19 84

Accepted Washington Freightliner, Inc. (SEAL)
(Print Name of Seller Here)

By: _____
(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

Elwood Grover Trapp, Jr. T/A (SEAL)

Trapps Trucking Company (SEAL)
(Print Name of Buyer/Maker Here)

By: Elwood Grover Trapp Jr
Co-Buyer-Maker: _____ (SEAL)

(Print Name of Co-Buyer-Maker Here)

By: _____

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any due of each sum payable thereunder, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")
 _____ (Witness)

ASSIGNMENT BOOK 473 PAGE 395

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 26, 1984,

between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee and Elwood Grover Trapp, Jr. T/A Trapps Trucking Company, 16 Patapasco Road, Linthicum Heights MD 21090

(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 105,418.56

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 26 day of June, 1984

Washington Freightliner, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 239020

RECORDED IN LIBER 440 FOLIO 284 ON 28 July, '81 (DATE)

1. DEBTOR

Name Corse, Carl D., Jr.
Address PO Box 76, Tracy Landing, MD 20779

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE 50
#17944 C345 R01 T16-07
MAY 22 84

JOHN DEERE COMPANY

Dated 1 May 1984

R. W. Edwards
(Signature of Secured Party)
R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY

1984 MAY 22 PM 4:17

E. AUBREY COLLISON
CLERK

PRINTED BY JULIUS BLUMBERG, INC.

BL
CLERK

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 473 PAGE 398
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 10, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252106

1. DEBTOR

Name DAVID STODER AND ANINA STODER

Address 708 SOUTH ST, EASTON, MD, 21061

2. SECURED PARTY

Name NORTHWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

EASTON, MD 21601

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 10, 1987

4. This financing statement covers the following types (or items) of property: (list)
1 Color TV Set, 1 Stereo, 1 Kenmore Washer, 1 Kenmore Dryer, 1 Stove,
1 Singer Sewing Machine, 1 Vacuum Cleaner, 1 Synthesizer, 1 Living
Room Set, 1 Bedroom Set

1984 MAY 22 PM 4:17
E. AUBREY COLLISON
CLERK
RECEIVED FOR RECORD
CIRCUIT COURT, CALVERT COUNTY

RECORD FEE 12.00
POSTAGE .50
#17947 C345 R01 T16:09

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

MAY 22 84

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

David B. Stoder
(Signature of Debtor)

David B. Stoder
Type or Print Above Name on Above Line

Anina Stoder
(Signature of Debtor)

Anina Stoder
Type or Print Above Signature on Above Line

Mailed to Secured Party

Douglas M. Smith
(Signature of Secured Party)

Douglas M. Smith
Type or Print Above Signature on Above Line

12.00
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 473 PAGE 399
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 19, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252107

1. DEBTOR

Name ANNETTE M HEIGHT

Address BOX 1074

2. SECURED PARTY

Name NORTHWEST FINANCIAL MARYLAND

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#17946 0345 R01 T16:08
MAY 22 84

3. Maturity date of obligation (if any) October 19, 1985

4. This financing statement covers the following types (or items) of property: (list)

1 Black and White Television, 1 Stereo, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 MAY 22 PM 4:17
E AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Annette Height
(Signature of Debtor)

Annette Height
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party
Douglas M Smith
(Signature of Secured Party)

Douglas M. Smith

Type or Print Above Signature on Above Line

11.00
11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Newworld Bank For Savings

Address 55 Summer Street
Boston, MA 02112

RECORD FEE 11.00
POSTAGE .50
#17955 C040 R01 109:59
MAY 23 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Newworld Bank For Savings of certain lease payments under a certain True Lease Assignment dated April 13, 1984 between Assignor as Lessor and Tri-County Utilities, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated April 18, 1984 between Assignor and Assignee:

See attached Equipment List

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Howard D. Siegel, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NEWORLD BANK FOR SAVINGS

[Signature]
(Signature of Secured Party)

Patrick F. Padden, Jr., Ass't V.P.
Type or Print Above Signature on Above Line

Mailed to Secured Party



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CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 AM 10:27

E. AUBREY COLLISON
CLERK

11.00

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1	Morbark Factory Reconditioned Model 22 Total Chiparvestor S/N 023 with the following equipment: 380 Cummins power unit with Twin Disc Clutch Viking hydraulic knuckle boom loader with 353 GMC auxiliary 75", 3-knife non-separator chipper set for 7/8" chip Hydraulic powered hood, stabilizer, infeed trough, compression feed rolls and discharge spout Step type frame with tandem axle suspension Brakes and lights to ICC regulations
9	75" Chipper Knives (3 sets)
3	75" Counter Knives (1 set)

NEWORLD BANK FOR SAVINGS
ASSIGNEE

BY:

TITLE:

PATRICK F. PADDEN, JR.
ASSISTANT VICE PRESIDENT

TRANS-AMERICAN LEASING CORPORATION
ASSIGNOR

BY:

TITLE:

HOWARD D. SIEGEL
PRESIDENT

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Trans-American Leasing Corporation The Steffey Bldg., Ste. 200B 407 Crain Highway Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) New World Bank For Savings 55 Summer Street Boston, MA 02112	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This financing statement covers the following types (or items) of property:
To secure assignment to Newworld Bank For Savings of certain lease payments under a certain True Lease Assignment dated April 12, 1984 between Assignor as Lessor and Adhesives Research, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignemnt of Rents dated April 18, 1984 between Assignor and Assignee:

- One (1) "A" Coater 27" reverse roll coater with guiders, wind and unwind rollers with approximately 80' oven
 - One (1) "B" Coater 27" reverse roll coater with guiders, wind and unwind rollers with approximately 80' oven
 - One (1) "C" Coater 27" reverse roll coater with guiders, wind and unwind rollers with approximately 80' oven
- Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

TRANS-AMERICAN LEASING CORPORATION

Signature(s) of Debtor (Or Assignor)

NEWORLD BANK FOR SAVINGS

Signature(s) of Secured Party (Or Assignee)

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Severn Graphics, Inc. 7590 Ritchie Highway Glen Burnie, Anne Arundel Co., MD 21061		Secured Party Name and Address Chesapeake Industrial Leasing Co., Inc. 8849 Orchard Tree Lane Towson, MD 21204
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) New Hope Color Reversal Film Processor 11" Wide with a speed of 4.6" per minute for E-6 with water saver, roll feed and take up, automatic standby, legs, variable speed and 116 Blender, S/N		
RECORD FEE 11.00 POSTAGE .50 #17956 0040 R01 110:00 MAY 23 84		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Severn Graphics, Inc.</u>		Secured Party <u>Chesapeake Industrial Leasing Co., Inc.</u>
By <u>George A. Elchin</u> Title <u>Vice Pres.</u>		By <u>RJBrown</u> VP.
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>George A. Elchin</u>		<u>R J Brown</u>
Type or print name(s) of person(s) signing		Type or print name of person signing
5-SA-989D		



RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

Mailed to Secured Party

1984 MAY 23 AM 10:28

PART 2 - COURT CLERK
 E. AUBREY COLLISON
 CLERK



1100 3

MARYLAND FINANCING STATEMENT

51/3th

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

- 1. Maturity Date (if any) _____
- 2. Debtor(s) name(s) and address: Edward and Sylvia Hecker
412 Baylor Rd
Glen Burnie MD 21061
- 3. Secured Party and address (Type complete corporate name): Thorp Credit Inc
7966 Crain Hwy
Glen Burnie MD 21061
- 4. Name and address of Assignee (if any): _____

5. This Financing Statement covers the following types (or items) of property:
(Check box which applies)

All of the household goods, furniture, appliances and personal property of every kind, nature, and description now or hereafter located at the residence of Debtor(s) whose address is shown above, or at the address to which said property may hereafter be removed.

Other personal property (Describe): _____

MAKE OF AUTO	YEAR	BODY	MOTOR NO.	SERIAL NO.
<input type="checkbox"/>				

6. The secured transaction being publicized by this FINANCING STATEMENT is (is not) subject to the Recordation Tax imposed by Article 81, Section 277 and 278, Annotated Code of Maryland, 1962 Suppl. as amended.

7. The Principal Amount of the Debt initially incurred which is secured by the Security Agreement which this Financing Statement publicized is \$ 2752.80

8. After recording, filing officer will please deliver or mail this statement to the SECURED PARTY herein whose name and address are set forth above.

SIGNATURES OF DEBTORS:

Edward Hecker
EDWARD J HECKER

→ Sylvia P. Hecker
SYLVIA HECKER

(Type names below all signatures)

SIGNATURE OF SECURED PARTY OR ASSIGNEE OF RECORD:

THORP CREDIT INC OF MARYLAND
(TYPE COMPLETE CORPORATE NAME)

By: Samuel J. Wilson
SAMUEL J WILSON
MANAGER

UCCI

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
MAY 23 1984
MAY 23 84

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 MAY 23 AM 10:28

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.00
17.50
29.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 4-16-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cosmic Computers, Inc **252111**
Address 1631 Crofton Court Crofton, Maryland 21114

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation ✓
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

#17961 0040 R01 T10:14

MAY 23 84

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Thomas W Brooks
(Signature of Debtor)

Thomas W Brooks, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W.D. Snyder

(Signature of Secured Party)

W.D. Snyder

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 AM 10:28

E. AUBREY COLLISON
CLERK



11.00

BOOK 473 PAGE 405

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 236820 Dated February 27, 1981
Record Reference Liber 434 Page 472

2. DEBTOR is:

Name: Chamberlain Sr., John F.
(Last Name First)

Address: 7969 Quarterfield Rd. Severn, Maryland 21144

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: 210 Guilford Ave. Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
#17962 C040 R01 T10:15
MAY 23 84

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Company of Maryland

Date: March 3, 19 84

By: [Signature] (Title)
Benjamin A. LeBorys
Vice President

012-1721-0537

*Term \$10.00
Postage .50
\$ 10.50*

Mailed to Secured Party

BL
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 MAY 23 AM 10:28

E. AUBREY COLLISON
CLERK

UNION TRUST CO. OF MD.
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

J. M. HITCH

10-12-84

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

APRIL 26 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 6-60674-9 in Office of Clerk of Court A.A.
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Gordon W & Dorothy L Gannon
872 Hillside Ave
Edgewater MD 21037

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finances Corp.
Secured Party

By [Signature] Its Branch Office Manager

JOSE SANCHEZ, JR. PD
4400 APO C, MD 21401

Form 91 MD (3-79)

10.00

RECORD FEE 10.00
POSTAGE .50
MAY 23 84
#17963 C040 R01 T10:16

BL
CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 MAY 23 AM 10:28
E. AUBREY COLLISON
CLERK

1150

BOOK 473 PAGE 407

252112

maryland national bank

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____

2. To Be Recorded among the Financing Statement Records at Anne Arundel County

3. Not subject to Recordation Tax.

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to MD State Dept. of Assess. & Taxation \$ 176.00 4/25/84

5. Debtor(s) Name(s) Robert W. Middaugh Address(es) Glen Burnie EXXON
6701 Ritchie Hgwy
Glen Burnie, Md. 21061

6. Secured Party Maryland National Bank Address P.O. Box 17047
Attention: LOC Baltimore, Md. 21203

RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .50
#17954 C040 R01 T10:17
MAY 23 84

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Robert W. Middaugh (Seal)

Secured Party
Maryland National Bank

Pamela T. Bergen (Seal)

Pamela T. Bergen
Assistant Vice President
Type name and title

Mailed to Secured Party

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 4/82

RETURN TO:

MARYLAND NATIONAL BANK RECEIVED FOR RECORD
ATTN: LOAN OPERATIONS (020407) COURT, ANN. COUNTY
P.O. BOX 17047
BALTIMORE, MARYLAND 21203
1984 MAY 23 AM 10:28

11-00
20

2919967-9001-900
E. ABBEY COLLISON
CLERK

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 191699

RECORDED IN LIBER 331 Page FOLIO 34 ON Jan. 7, 1975 (DATE)

1. DEBTOR

Name PARTS FOR IMPORTED CARS, INC.
600 Crain Highway, Glen Burnie, Md. 20161 and
Address 33 Lee Street, Annapolis, Maryland

2. SECURED PARTY

Name BECK/ARNLEY CORP.
Address 548 Broad Hollow Road, Melville, N.Y. 11747
CHARLES BURTON, ESQ., 280 Park Avenue, N. Y., N.Y. 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00

#17965 0040 RM1 T10#18

MAY 23 84

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT.</p>
<p>Debtor maintains an additional place of business and collateral at 8025 Harford Road, Baltimore, Md. 21234</p>	

Dated April 25, 1984

Charles Burton
(Signature of Secured Party)

BECK/ARNLEY CORP.
Type or Print Above Name on Above Line

Mailed to Secured Party



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 AM 10:28

E. AUBREY COLLISON
CLERK

UCC 3 MARYLAND

10.00

PRINTED BY JULIUS BLUMBERG, INC., N.Y.C. 10013

Not Subject to Recordation Tax
 Recordation Tax of \$_____ on
 Principal Amount of \$_____ is enclosed/
 has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

252113

1. DEBTOR: JOINT REGIONAL INVESTORS GROUP, INC.
(Name or Names)
717F Hammonds Ferry Road, Linthicum, Maryland 21090
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
P.O. Box 10656, Towson, Maryland 21285-0656
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL SAVINGS LOAN
(Name or Names)
Box 116 Fayette & St Paul Sts Balto Md. 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - NEC Electra 16/48 Electronic Key Telephone System equipped as follows: 1 - Key Service Unit; 2 - 4-Channel Central Office Line Cards; 3 - 4-Channel Station Cards; 10 - Electronic 8-Button Telephone Sets; 1 - Busy Lamp Field; 1 - 25 Watt Amplifier; 3 - Horn Type Speakers

RECEIVED FOR RECORD
 CIRCUIT COURT BALTIMORE COUNTY
 1984 MAY 23 AM 10:28
 E. AUBREY COLLISON
 CLERK



RECORD FEE 11.00
 POSTAGE .50
 #17963 0040 R01 T10:19
 MAY 23 84

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S): JOINT REGIONAL INVESTORS GROUP, INC.
 By: [Signature]
JOHN McMURRAY
(Type or print name of person signing)

SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
 By: [Signature]
Robert E. Polack
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, Maryland 21285-0656

Mailed to Secured Party

11.00
 10

BOOK 473 PAGE 410

252114

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) DAVID GREEN BROADCAST CONSULTANTS CORPORATION Candlewood Road Harmans, Maryland 21077	2. Secured Party(ies) and address(es) UNIVERSAL COMMUNICATION SYSTEMS, INC. 1401 Municipal Road, N.W. Roanoke, Virginia 24012	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: Private telephone communication equipment located at the address of the Debtor — including PABX switching systems, consoles, telephones, MDF, power supply, trunks, cable and all communication equipment described in Schedule A of a certain agreement between the parties hereto, wherein secured party is granted a security interest. NOT SUBJECT TO RECORDATION TAX		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00 #17968 D040 R01 T10:21 MAY 23 84
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
DAVID GREEN BROADCAST CONSULTANTS CORPORATION By: <u><i>Adley H. Scarborough</i></u> Signature(s) of Debtor(s)	UNIVERSAL COMMUNICATION SYSTEMS, INC. F. K. Shattman, President By: <u><i>F. K. Shattman</i></u> Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 AM 10:29

E. AUBREY COLLISON
CLERK

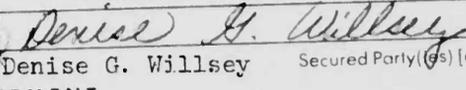


Mailed to Secured Party

11-60

BOOK 473 PAGE 411

252115

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented: <u>1</u>	3. Bank Note No. #514775-7
1. Debtor(s) (Last Name First) and Address(es): Bernard C. Pobiak Margaret C. Pobiak 1 Banbury Road Gibson Island, MD. 21056	2. Secured Party(ies) Name(s) And Address(es):  AMERICAN SECURITY BANK, N.A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D. C. 20013		4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 12.00 POSTAGE .50 #17967 C040 R01 110:21 MAY 23 84
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) Boat 1984 Regal, Model 250XL 260 HP Mercury I/O Serial #RGM07604M83L1984 25 ft. NOT SUBJECT TO RECORDATION TAX Record: Ann Arundel County Return: American Security Bank 635 Massachusetts Avenue, N. W. Washington, D. C. 20001 Attn: H. Preston, 314/ B-3/ West.			5. Assignee(s) of Secured Party, Address(es): 6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.
<input checked="" type="checkbox"/> Proceeds - <input type="checkbox"/> Products of the collateral are also covered.			
8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.]			
By  Bernard C. Pobiak Debtor(s) [or Assignor(s)]		AMERICAN SECURITY BANK, N.A.  Denise G. Willsey Secured Party(ies) [or Assignee(s)]	
FINANCING STATEMENT			
FORM #8 43		Margaret C. Pobiak	

Mailed to Secured Party UCC-1

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 AM 10:29

E. AUBREY COLLISON
CLERK

1200
120

84-7716-C(15A)
040106578

BOOK 473 412

252116

FINANCING STATEMENT

Debtors
Floyd R. Evans, Jr.
Jeanette W. Evans

Address:
1053 Cumberstone Road
Harwood, Maryland 20776

Parties
Second National Building &
Loan, Inc.

Address of all Secured Parties
C/O Second National Building
& Loan, Inc.
P.O. Box 2558
Salisbury, Maryland 21801
Attn: William F. Brooks, Jr.

This Financing Statement Covers:

All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or herein connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel Co., Maryland, securing and indebtedness owed by Debtor to Second National Building & Loan, Inc.

Proceeds of collateral are covered hereunder.

The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as:

Being a part of Lot No. 13, on a plat of the subdivision of Block E of Manhattan Beach, and more particularly described as follows:

BEGINNING for the same on the division line between Lots Nos. 13 and 14, in Block E of Manhattan Beach at a point on said line distant one hundred and forty feet westerly from the northwest side of Frederick Road as shown on said Plat and running thence north sixty-six degrees and ten minutes west one hundred and fifty-nine and sixty-four one-hundredths feet to the outline of the whole Block "E" thence with said outline north fifty-two degrees and twenty-nine minutes east fifty-six and nine-tenths to the division line of Lot No. 12 and the lot hereby conveyed; thence with said division line south sixty-six degrees and ten minutes east one hundred and twenty-nine and three one-hundredths feet to a point distance one hundred and forty feet from the northwest side of Frederick Road; thence running southwesterly by a straight line and parallel with Frederick Road aforesaid about fifty feet to the place of beginning.

Debtors
Floyd R. Evans, Jr.
Floyd R. Evans, Jr.

Jeanette W. Evans
Jeanette W. Evans

Secured Parties:
SECOND NATIONAL BUILDING
& LOAN, INC.
Marion J. Minker, Jr.
Marion J. Minker, Jr.
Senior Vice President

Mailed to: *Atlantic Title*

RECEIVED FROM RECORDS
ANNE ARUNDEL COUNTY
1984 MAY 23 AM 11:14
E. AUBREY COLLISON
CLERK

RECORDED FEE 12.00
50
MAY 23 1984

1250



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 413

Name of Filing Officer

FINANCING STATEMENT

252117

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) FORTE: Daniel J. & Mary G.
1907 Ridgewood Road
Hanover, Maryland

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

June 1, 1999

This Financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, DISHWASHER, WASHER, DRYER, WALL TO WALL CARPET
HEAT PUMP.

RECORD FEE 12.00
POSTAGE .50
#17981 0040 R01 T11:29
MAY 23 84

The above described items of property are affixed to a dwelling house located on:
1907 Ridgewood Road
Hanover, Maryland

County of Anne Arundel

For a more particular description of the property, reference is hereby made to a Deed of Trust dated May 21, 1984 from Daniel J. Forte & Mary G. Forte to National Mortgage Funding Corporation, which has been recorded among the Land Records of Anne Arundel County, Maryland

MORTGAGOR(S) SIGNATURE(S)

SECURED PARTY

Daniel J. Forte
Daniel J. Forte
Mary G. Forte
Mary G. Forte

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *[Signature]*

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 AM 11:35

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

12.3



National Mortgage
FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 414

Name of Filing Officer

FINANCING STATEMENT 19630

252118

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) LAWRENCE J. KRZYZANIAK AND JUDITH M.
KRZYZANIAK, HUSBAND AND WIFE
1653 MASTER DERBY COURT, ANNAPOLIS, MD 21401

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

June 1 2014

RECORD FEE 12.00

POSTAGE .50

#17987 0040 R01 T11-32
MAY 23 84

This Financing Statement covers the following types (or items) of Property:

RANGE, DISHWASHER, DISPOSAL, WALL TO WALL CARPET
HEAT PUMP.

The above described items of property are affixed to a dwelling house located on:

1653 MASTER DERBY COURT, ANNAPOLIS, MD 21401 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of

Trust dated May 18 1984 from LAWRENCE J. KRZYZANIAK AND JUDITH M.

to National Mortgage Funding Corporation, which has been recorded among the Land Records

of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

SECURED PARTY

Lawrence J. Krzyzaniak
LAWRENCE J. KRZYZANIAK

Judith M. Krzyzaniak
JUDITH M. KRZYZANIAK

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *E. Aubrey Collison*

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 MAY 23 AM 11:35

E. AUBREY COLLISON
CLERK



12.5



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 415

252119

Name of Filing Officer

FINANCING STATEMENT 1340065

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) JAMES T. ZANG, JR. & PAULINE I. ZANG
(HUSBAND AND WIFE)
210 HAILE AVENUE, BROOKLYN PARK, MD 21225

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION: June 1 2014

This Financing Statement covers the following types (or items) of Property:

REFRIGERATOR, RANGE, DISHWASHER, FAN/HOOD, WASHER,
DRYER, WALL TO WALL CARPET

RECORD FEE 12.00
MORTGAGE 50
RECORDS COST 111.59
MAY 23 84

The above described items of property are affixed to a dwelling house located on:

210 HAILE AVENUE, BROOKLYN PARK, MD 21225 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated May 15 1984 from JAMES T. ZANG, JR. & PAULINE I. ZANG (HUSBAND AND WIFE) to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

SECURED PARTY

JAMES T. ZANG, JR.

PAULINE I. ZANG

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *Judy Cardice*

Mailed to Secured Party

1250

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 MAY 23 PM 12:03
E. AUBREY COLLISON
CLERK

030722

BOOK 473 PAGE 416

252120

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax

To be Recorded in Land Records (For Fixtures Only).

Subject to Recordation Tax; Principal

Amount is \$ 30,000.00

Name of Debtor

Address

Alan F. Wolf
Janet M. Wolf

83 Church Rd., Arnold, Md. 21012

Secured Party

Address

Farmers National Bank of Md.

5 Church Circle, Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

See Attached Quotations page 1,2 &3

RECORD FEE 12.00
RECORD TAX 210.00
POSTAGE .50
#18024 0040 R01 T13:09
MAY 23 84

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Alan F. Wolf

THE FARMERS NATIONAL BANK OF ANNAPOLIS

Janet M. Wolf

BY

Ann W. Dudley, Branch Manager

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 PM 1:11

E. AUBREY COLLISON
CLERK



12.00
210.00
50

030741

BOOK 473 PAGE 417

252121

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Paul Berson Hinda Berson	83 Church Rd., Arnold, Md. 21012

<u>Secured Party</u>	<u>Address</u>
Farmers National Bank of Md.	5 Church Circle, Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

See Attached Quotations Page 1, 2 & 3

RECORD FEE 12.00
RECORD TAX 210.00
POSTAGE .50
#18025 0040 R01 T13:09
MAY 23 84

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Paul Berson
Paul Berson
Hinda Berson
Hinda Berson

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY *AW Dudley*

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

Mailed to Secured Party
CR
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 PM 1:11

E. AUBREY COLLISON
CLERK

12.00 210.00

252122

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
Amount is \$ 77,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
George M. King Contractors, Inc.

Address
1795 Severn Chapel Rd.
Millersville, MD 21108

Secured Party

Address

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Gradall Ser. # NP 290763

RECORD FEE 11.00
RECORD TAX 539.00
POSTAGE .50
#18026 C040 R01 T13:10
MAY 23 84

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

George M. King Contractors, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *George M. King*

BY: *Robert A. Collison*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 PM 1:11

E. AUBREY COLLISON
CLERK

11⁰⁰ 539⁰⁰

BOOK 473 PAGE 119

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

<p>1. DEBTOR and Address (Last Name First)</p> <p>NATIONAL FITNESS CENTERS, INC. T/A METRO NAUTILUS The Belvedere One East Chase Street Baltimore, Maryland 21201</p>	<p>2. SECURED PARTY and Address</p> <p>EQUITABLE BANK, NATIONAL ASSOCIATION 100 South Charles Street Baltimore, Maryland 21201</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #13034 C040 #01 115:17 MAY 23 84</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 243902 Date: August 25, 1982

Record Reference: Liber 453, page 185

<p>6. A. CONTINUATION <input type="checkbox"/></p> <p>The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE <input type="checkbox"/></p> <p>From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. C. ASSIGNMENT <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p>6. D. OTHER <input type="checkbox"/></p>

INFORMATION:

Assignee: Brian M. Levine
8308 Thornton Road
Riderwood, Maryland 21204

SECURED PARTY:

Dated 5/22, 1984

EQUITABLE BANK, NATIONAL ASSOCIATION

By: Denis Biscoe, Second Vice President (Title)

UCC-6



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 PM 3:20

Mrs L. Inman

E. AUBREY COLLISON Mailed to: CLERK

10-21-84

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

<p>1. DEBTOR and Address (Last Name First)</p> <p>NATIONAL FITNESS CENTERS NO. 2, INC. T/A METRO NAUTILUS 1209 Ritchie Highway Post Office Box 659 Severna Park, Maryland 21146</p>	<p>2. SECURED PARTY and Address</p> <p>EQUITABLE BANK, NATIONAL ASSOCIATION 100 South Charles Street Baltimore, Maryland 21201</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>RECORD FEE 10.00 POSTAGE .50 #18075 0040 R01 T15:18 MAY 23 84</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 35319 Date: September 27, 19 83
 Record Reference: Liber 466, Page 144

<p>6. A. CONTINUATION <input type="checkbox"/></p> <p>The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE <input type="checkbox"/></p> <p>From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. C. ASSIGNMENT <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p>6. D. OTHER <input type="checkbox"/></p>

INFORMATION:

Assignee: Brian M. Levine
8308 Thornton Road
Riderwood, Maryland 21204

SECURED PARTY:

Dated 5/22, 19 84

EQUITABLE BANK, NATIONAL ASSOCIATION

UCC-6

By: Denis Biscoe
Denis Biscoe, Second Vice (Title)
President



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 23 PM 3:20

E. AUBREY COLLISON
CLERK

Mailed to: Inman

10.00

BOOK 473 PAGE 421

252126

RETURN TO: Stanley R. Jacobs, Esquire, 7735 Old Georgetown Rd., #525 Bethesda, MD 20814

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

For Filing Officer Use	
File No.	
Date & Hour	

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Pines of Laurel Construction Company	4906	Taylor Road	Hyattsville, MD	20781

Name of Secured Party or assignee	No.	Street	City	State
First Federal of Maryland, F.S.A.		Box 1139 Hagerstown	MD	21740

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)
All machinery, equipment, furniture, and fixtures, and other personal property now owned or hereafter acquired by Debtor for the purpose of installation in and on or development of the tract of land hereinafter described, or at any time physically located on said land or in any structure thereon, together with proceeds and products of all of the foregoing.

Description: See Schedule "A" attached

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 unannotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)	SECURED PARTY:
Pines of Laurel Construction Company	First Federal of Maryland, F.S.A. (Seal) (Corporate, Trade or Firm Name)
By: <u>Alvaro Santos, President</u>	By: <u>[Signature]</u> Signature of Secured Party or Assignee
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 MAY 23 PM 3:26
E. AUBREY COLLISON
CLERK



115

SCHEDULE "A"

Lots Forty-Five (45) through Fifty (50) inclusive, in a condominium subdivision known as "Pines of Laurel", as well as the undivided interests in the common and limited elements thereof as established pursuant to a Declaration of Condominium dated December 27, 1982, and recorded in Liber 3589 at folio 528, and pursuant to the several plats described in said Declaration of Condominium and recorded as Plat No. 1086 in Plat Book 22 at Page 36, and No. 1085 in Plat Book 22 at Page 35, among the Land Records of Anne Arundel County, Maryland, lying in the Fourth Election District.

LAW OFFICES
ACOBS & GROSS
SUITE 525
15 OLD GEORGETOWN ROAD
HESDA, MARYLAND 20814
1301 856 6300

FINANCING STATEMENT

X Not subject to recordation tax.

Subject to recordation tax on principal amount of \$ _____.

BOOK 473 PAGE 423

752127

1. Name of Debtor: CHESAPEAKE BAY BUILDERS, INC.
Address: 2842 Riva Road
Annapolis, MD 21401

2. Name of Secured Party: FAIRFAX SAVINGS ASSOCIATION
Address: One Rutherford Plaza
7133 Rutherford Road
Baltimore, MD 21207
Attn: Richard A. Jacobs
Senior Vice President
Real Estate Finance

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located installed on the premises described in a certain Deed of Trust dated May 21, 1984, from Debtor to Jack W. Stollof and Malcolm C. Berman, Trustees, all property being located in Anne Arundel County, Maryland said property being more particularly described in said Deed of Trust, which is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto.

RECORD FEE 11.00
POSTAGE .50

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

#18055 E040 R01 109:01
MAY 24 84

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All accounts receivable in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 MAY 24 AM 9:09

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

1103 2

(e) All contract rights in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(f) All contract rights, general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

4. Proceeds of the collateral are also covered.

Debtor:

CHESAPEAKE BAY BUILDERS, INC.

By: Bertram L. Parr (SEAL)
Bertram L. Parr, President

DATED: May 21, 1984

PLEASE RECORD WITH: State Department of Assessments and Taxation
 Anne Arundel County (Land Records)
 Anne Arundel County (Financing Statement Records)

Mr Clerk: After recording, please return to:

Sharon S. Parrish
Fairfax Savings Association
7133 Rutherford Road
P.O. Box 17340
Baltimore, MD 21203

BOOK 473 PAGE 424

FINANCING STATEMENT

Not subject to recordation tax.

BOOK 473 PAGE 425

Subject to recordation tax on principal amount of \$ _____.

252128

1. Name of Debtor: CHESAPEAKE BAY COMPANY, INC.
BERTRAM L. PARR

Address: 2842 Riva Road
Annapolis, MD 21401

2. Name of Secured Party: FAIRFAX SAVINGS ASSOCIATION

Address: One Rutherford Plaza
7133 Rutherford Road
Baltimore, MD 21207
Attn: Richard A. Jacobs
Senior Vice President
Real Estate Finance

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located installed on the premises described in a certain Deed of Trust dated May 21, 1984, from Debtor to Jack W. Stollof and Malcolm C. Berman, Trustees, all property being located in Anne Arundel County, Maryland said property being more particularly described in said Deed of Trust, which is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto.

RECORD FEE 12.00
POSTAGE .50

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

#18051 0040 R01 109:09
MAY 24 84

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All accounts receivable in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY



Mailed to Secured Party

12 8 R
1984 MAY 24 AM 9:10

E. AUBREY COLLISON
CLERK

(e) All contract rights in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

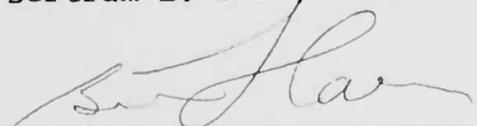
(f) All contract rights, general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

4. Proceeds of the collateral are also covered.

Debtor:

CHESAPEAKE BAY COMPANY, INC.

By:  (SEAL)
Bertram L. Parr, President

 (SEAL)
Bertram L. Parr

DATED: May 21, 1984

PLEASE RECORD WITH: State Department of Assessments and Taxation
 Anne Arundel County (Land Records)
 Anne Arundel County (Financing Statement Records)

Mr Clerk: After recording, please return to:

Sharon S. Parrish
Fairfax Savings Association
7133 Rutherford Road
P.O. Box 17340
Baltimore, MD 21203

BOOK 473 PAGE 428

Form FmHA-MD. 441-3
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCING STATEMENT

Cross-Index
TO BE RECORDED: in the Land Records, in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Louis A. Boehm, Jr. <small>(Name)</small>	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION P.O. Box 489 <small>(Address)</small> Prince Frederick, Md.	
Carol A. Boehm <small>(Name)</small>		
1369 St. Stephens Church Rd <small>(Address)</small> Crownsville, Md. 21032		

1. This Financing Statement covers the following types of collateral:
- (a) Crops, livestock, other farm products, farm and other equipment, supplies and inventory.
 - (b) Purchase money interest for 1984 crop year

2. Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Reputedly Owned By	Approximate No. of Acres	In County of	Direction and Distance From a Named Town or Other Description
Robert Gaug(2854/614)		Anne Arundel	Davidsonville, Md.
William J. Boehm(3015/899)		Anne Arundel	Crownsville, Md.
Mr. Soveinske(0127/538)		Anne Arundel	Crownsville, Md.
John C. Green(2980/399)		Anne Arundel	Crownsville, Md.
Arnold Daly(0735/406)		Anne Arundel	Crownsville, Md.
Benjamin Winter(1993/254)		Anne Arundel	Davidsonville, Md.

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.
4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

1984 MAY 23 PM 2:29
 E. AUDREY COLLISON
 CLERK

Louis A. Boehm, Jr.
(Signature of Debtor)

Type name: LOUIS A. BOEHM, JR.

Carol A. Boehm
(Signature of Debtor)

Type name: CAROL A. BOEHM

Witness: Karen A. Matingly

Type name: KAREN A. MATTINGLY

Witness: Dorothy F. Bowen

Type name: DOROTHY F. BOWEN

By Jane S. Corbett

Type name: JANE S. CORBETT

Title: County Supervisor
Farmers Home Administration

John Abend(2687/027, 2457/562, 2347/861)
Marie A. Jordan(2687/024)

Anne Arundel Gambrills, Md.
Anne Arundel Gambrills, Md.

*withheld for tax 20
p 811 200 09
MAY 24 1984
U.S. Dept. Agriculture 155*

250105

BOOK 473 PAGE 128

FINANCING STATEMENT

COPY FOR FILING

RECORD FEE 12.00

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County MAY 25 84

POSTAGE .50

#18165 0345 R01 T09:03

1. Debtor(s) NAME ADDRESS
 Street City State
Forest Drive Exxon 1321 Forest Drive, Annap., Md. 21401
 By: William K. Catlett
 By: James A. Lowry

2. Secured Party: SUBURBAN BANK
~~31-35 Light St. Baltimore, Md. 21202~~
31-35 Light St. Baltimore, Md. 21202
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SUBURBAN BANK Forest Drive Exxon
 By: [Signature] By: William K. Catlett, Partner
 Type Name Thomas A. Holland, III By: James A. Lowry, Partner
 Title Vice President

Type or Print Name and Title of Each Signature

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 25 AM 9:22

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 473 PAGE 429

252136

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Smith, David G. d/b/a David G. Smith Lumber Co.

Address Central Ave. & Patuxent River Rd., Davidsonville, MD 21035

2. SECURED PARTY

Name Jacobs Ford Truck Sales, Inc.

Address 8300 Ardwick-Ardmore Road, Landover, Maryland 20785

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 14.00
POSTAGE 1.00
#18166 0345 R01 109:05

MAY 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Smith, David G. d/b/a David G. Smith
Lumber Co.

David G. Smith
(Signature of Debtor)

Type or Print Above Name on Above Line

David G. Smith
(Signature of Debtor)

Type or Print Above Signature on Above Line

Jacobs Ford Truck Sales, Inc.

Lawrence O Connor
(Signature of Secured Party)

Lawrence O Connor

Type or Print Above Signature on Above Line

RECORDED
MAY 25 1984
CLERK
E. AUBREY COLLISON

Mailed to Secured Party

14.00
50

CONDITIONAL SALE CONTRACT NOTE David G. Smith d/b/a

TO: Jacobs Ford Truck Sales, Inc. FROM: David G. Smith Lumber Co.
3300 Ardwick-Ardmore Rd. Landover, MD 20785 Central Ave. & Patuxent River Rd. Davidsonville Maryland 21035

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): Three (3) 1984 Ford LT9000 Truck Tractors, S/N's 1FTYU90W7EVA30641, 1FTYU90W5EVA30640, 1FTYU90W5EVA30639

- (1) TIME SALES PRICE \$ 277,148.00
(2) Less DOWN PAYMENT IN CASH \$ 26,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 12,000.00
(4) CONTRACT PRICE (Time Balance) \$ 239,148.00

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: Central Ave. & Patuxent River Rd., Davidsonville, MD 21035

*except there shall be no payments made during the months of February and March of the years 1985, 1986, 1987 and 1988.

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred thirty nine thousand one hundred forty eight dollars and 00/100***** Dollars (\$ 239,148.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 52 ~~xxxxxx~~ monthly installments, commencing on the 1st day of June 19 84, and continuing on the same date each month thereafter until paid; * the first 51 installments each being in the amount of \$ 4,599.00 and the final installment being in the amount of \$ 4,599.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and stock of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 25, 19 84 BUYER(S)-MAKERS(S):

Accepted Jacobs Ford Truck Sales, Inc. (SEAL) David G. Smith d/b/a David G. Smith (SEAL)

By: [Signature] By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here) (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by

3

ORIGINAL FOR FILING - NON - NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL) } Signature of Seller
 _____ (Corporate, Partnership or Trade Name or Individual Signature)
 By: _____ }
 _____ (Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

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BOOK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 25, 1984,

between Jacobs Ford Truck Sales, Inc.

as Seller/Lessor/Mortgagee and David G. Smith d/b/a David G. Smith Lumber Co., Central Ave. & Patuxent River Rd.

(Name) (Address) Davidsonville, MD
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 239,148.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of April, 19 84

Jacobs Ford Truck Sales, Inc. (SEAL)

By [Signature]
(Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

RECORD FEE 12.00
RECORD TAX 101.50
POSTAGE .50
#18168 C345 R01 109:13
MAY 25 84

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 14,700.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Esterheld, William R. & Joan M.

767 D. Fairfield Ave.
Annapolis, MD 21403

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: PO Box 1596 Balt MD 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
1984-Raider, 33foot Hull number RYT33022M825
Sailboat with 15HP diesel inboard

2. The collateral property is affixed or to be affixed to or is or is to be affixed to on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECEIVED FOR RECORD
CREDIT COUNTY, MARYLAND
1984 MAY 25 AM 9:22
E. AUBREY COLLISON
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

William R. Esterheld
William R. Esterheld
Joan M. Esterheld
Joan M. Esterheld

THE FIRST NATIONAL BANK OF MARYLAND
BY Margaret R. Anderson
Margaret R. Anderson

FNB 0850

Type or print names under signatures

Mailed to Secured Party

12.00
101.50
50

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Jon Christian Behn Karen Jeanne Behn	Box 157A Chesapeake Court Hanover, MD 21076

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203
---	---

1. This financing Statement covers the following types (or items) of property (the collateral).

1984 New Imperial Regal Mobile Home 70x14 Serial #84009

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE .50
#18169 0345 R01 T09 14
MAY 25 84

Debtor

Jon Christian Behn
Jon Christian Behn

Karen Jeanne Behn
Karen Jeanne Behn

Secured Party

THE SAVINGS BANK OF BALTIMORE

BY Nickelle Murabito

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1984 MAY 25 AM 9:22

E. AUBREY COLLISON
CLERK

Mailed to Secured Party



National Mortgage FUNDING CORPORATION

PLEASE RETURN TO:
National Mortgage Funding Corporation
6571 Edsall Road
Springfield, Virginia 22151

Please Reply To:
6571 Edsall Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 435

Name of Filing Officer

252139

FINANCING STATEMENT 0340131-00

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) ROSALIE C. EVANS

2050 FOREST HILL LANE, CROFTON, MD

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

June 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, DISHWASHER, EXHAUST FAN, WASHER
DRYER, WALL TO WALL CARPET.

RECORD FEE 11.00
POSTAGE .50
#18184 C345 R01 110:05
MAY 25 84

The above described items of property are affixed to a dwelling house located on:

2050 FOREST HILL LANE, CROFTON, MD

County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of

Trust dated May 23 1984 from ROSALIE C. EVANS

to National Mortgage Funding Corporation, which has been recorded among the Land Record

of ANNE ARUNDEL County, MD

RECORDED
COUNTY CLERK
1984 MAY 25 AM 10:34
E. JUBINEY COLLISON
CLERK

MORTGAGOR(S) SIGNATURE(S)

SECURED PARTY

Rosalie C. Evans
ROSALIE C. EVANS

NATIONAL MORTGAGE FUNDING CORPORATION

BY [Signature]

11.00
50

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

For Filing Officer Use

Check below if goods are or are to become fixtures.

File No. _____

X TO BE RECORDED IN LAND RECORDS

Date & Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement Liber 451 folio 42

Date of Filing June 24, 1982

Record Reference --Finance Records at 243039

20737

6132 Baltimore Avenue, Riverdale, Maryland

1. Debtor(s) CHAS. H. STEFFEY, INC. (I/A C.H.S. GROUP)
Name or Names
124 Md. Route #3 North, Millersville, Md. 21108
Address-Street No. City-County State Zip

2. Secured Party Sears, Roebuck & Company
Name or Names
10301 Westlke Drive, Bethesda, Md. 20034
Address

3. Maturity Date(if any) N/A

CHECK APPLICABLE STATEMENT

CONTINUATION

The original Financing Statement identified above by file number is still effective.

X X X TERMINATION

The original Financing Statement identified by file number is terminated and the secured party no longer claims a security interest under the financing statement.

RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER

Debtor(s) or assignor(s)

Sears, Roebuck and Co. SEARS, ROEBUCK & COMPANY
Commercial Credit Central Corporate, Trade or Firm
P. O. Box 24200
Greensboro, N. C. 27420-4200 Signature of Secured Party

Type or print name under signature Roy L. Averitt Owner, Partner or Officer and Title MANAGER
(Signatures must be in ink)
Roy L. Averitt, Regional
Commercial Credit Manager

Case # 35332

1000
80

RETURN TO: Joseph P. McMahon

Mailed to:

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1984 MAY 25 PM 2:14
E. AUBREY COLLISON
CLERK

BL
CLERK

RECORD FEE 10.00
POSTAGE 50
MAY 25 1984

142:04/09/84

250111

BOOK 473 PAGE 437

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND, AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

RECORD FEE 21.00
POSTAGE .50

#18290 C040 R01 T15:04

MAY 25 84

1. NAME AND ADDRESS OF DEBTOR: SPA CREEK MARINA, INC.
428 Fourth Street
Annapolis, Maryland 21403

2. NAME AND ADDRESS OF SECURED PARTY: EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, Maryland 21201
Attn: Mr. Mark L. Fulton

3. This Financing Statement covers the following types (or items) of property:

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises"), or any part thereof, and used or usable in connection with any present or future operation of the Premises, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 25 PM 3:04

E. AUBREY COLLISON
CLERK

21.50

installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Premises, and all building materials, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Premises and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Premises, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Premises or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Premises.

The Premises are also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Mark L. Fulton and W. Edward Tarr, trustees thereunder (the "Indemnity Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Indemnity Deed of Trust as security for a guaranty of certain loans (together, the "Loan") made by Secured Party to Spa Creek Yacht Club of Annapolis, Inc. and Institute for Resource Management, Inc.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Premises is Spa Creek Marina, Inc.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt secured by the Indemnity Deed of Trust is \$1,500,000.

Debtor:

SPA CREEK MARINA, INC.

By: Bobby E. Leonard (SEAL)
Dr. Bobby E. Leonard, President

Date: May 24, 1984

Mr. Clerk: Please return to: Victoria S. Berghel, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

BOOK 473 PAGE 440

Lot , and improvements
of ground situate in the City of Annapolis, Sixth Taxing District of Anne
Arundel County, State of Maryland, and described as follows:

PARCEL NO. 1: BEGINNING for the same at the end of the first line of the Deed dated July 3, 1926, from George W. Riley and Jennie F. Riley, his wife, to Levin F. Kelly, and recorded among the Land Records of Anne Arundel County in Liber WMB 25, folio 384; said point of beginning being distant 70 feet in a Southwesterly direction from the West or Northwest corner of Severn Avenue and Second Street; and running thence with the Northwest side of Severn Avenue in a Southwesterly direction 90 feet; thence at right angles to Severn Avenue in a Northwesterly direction 197.25 feet; thence at right angles Northeasterly 90 feet; thence at right angles in a Southeasterly direction and with the line of the aforesaid Kelly lot, 197.25 feet to the place of beginning. The improvements thereon being known as No. 508 Severn Avenue, Annapolis.

PARCEL NO. 2: BEGINNING for the same on the Northwest side of Severn Avenue, 160 feet from the Southwest side of Second Street (now Fifth Street), and running thence Northwesterly 150 feet; thence Southwesterly 50 feet; thence Southeasterly 150 feet; thence with the Northwest side of Severn Avenue Northeasterly 40 feet to the place of beginning. The improvements thereon being known as No. 510 Severn Avenue, Annapolis.

BOOK 473 PAGE 441

Lot and improvements
of ground situate in the City of Annapolis, Sixth Taxing District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe set at the end of the South 27° 18' East 282.7 foot line of the conveyance from William J. McWilliams, Trustee, to Thomas Langan and Kitty, his wife, by Deed dated December 14, 1943, and recorded among the Land Records of Anne Arundel County in Liber JHH 295, folio 417; and running from thence and with the third line of said conveyance, as corrected for magnetic difference, South 60° 16' West 84.32 feet to a pipe found at the southeast corner of the conveyance from Thomas Langan and wife to The Southern Oil Company, by Deed dated September 22, 1947, and recorded in Liber JHH 435, folio 449; thence with the east and north lines of said conveyance North 17° 24' West 88.37 feet to a pipe, and South 61° 12' West 60 feet to a nail set in the paving on the east side of Sixth Street, said last line having run along the south side of a driveway leading from Sixth Street into the herein described property; thence with the east side of Sixth Street, North 11° 06' West 112.68 feet, North 03° 25' West 100.16 feet to a pipe opposite the end of the sidewalk on the Eastport Bridge over Spa Creek; thence parallel to the line of the Bridge, North 0° 41' East 30.04 feet to a pipe on the water's edge of Spa Creek; thence with the water's edge and a bulkhead along said Creek, North 68° 27' East 29.43 feet to a nail, North 01° 36' East 40.53 feet, South 67° 30' East 192.23 feet, and North 60° 29' East 24.27 feet to a galvanized spike in the bulkhead and on the westside of Fifth Street (formerly Second Street, as laid out on the original Plat of Eastport); thence with the west side of Fifth Street, South 29° 38' East 140.02 feet to a pipe; thence leaving Fifth Street and running with the rear of the property facing on Severn Avenue, South 60° 22' West 162.5 feet to a pipe set in the first mentioned South 27° 18' East line; thence with the same, as corrected, South 29° 38' East 48.34 feet to the place of beginning. Containing 1.34 Acres, more or less, according to a survey and plat made by J. R. McCrone, Jr., Registered Land Surveyor, which plat is recorded in Liber JHH 722, folio 233.

Mailed to: *Wentworth & Green*

252108

BOOK 473 PAGE 442

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND, AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: SPA CREEK YACHT CLUB OF ANNAPOLIS, INC. 428 Fourth Street Annapolis, Maryland 21403
- 2. NAME AND ADDRESS OF SECURED PARTY: EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201 Attn: Mr. Mark L. Fulton

RECORD FEE 17.00
POSTAGE .50
#18282 C040 R01 715:05
MAY 25 84

3. This Financing Statement covers the following types (or items) of property:

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises"), or any part thereof, and used or usable in connection with any present or future operation of the Premises, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

1984 MAY 25 PM 3:05

E. AUBREY COLLISON
CLERK



17.00 .50

and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Premises, and all building materials, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Premises and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Premises, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Premises or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Premises.

The Premises are also described in that certain Deed of Trust and Security Agreement of even date herewith, made between Debtor and Mark L. Fulton and W. Edward Tarr, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust and that certain Indemnity Deed of Trust of even date herewith between Secured Party and Debtor as security for a guaranty of a \$1,200,000 loan made by Secured Party to Institute for Resource Management, Inc., and for a loan (the "Loan") made by Secured Party to Debtor.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Premises is Spa Creek Yacht Club of Annapolis, Inc.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is \$300,000.

Debtor:

SPA CREEK YACHT CLUB OF ANNAPOLIS, INC.

By: Bobby E. Leonard (SEAL)
Dr. Bobby E. Leonard, President

Date: May 24, 1984

Mr. Clerk: Please return to: Victoria S. Berghel, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

PARCEL 1: BEING Condominium Unit No. 27, in the Horizontal Property Regime known as The Yacht Club Condominium, together with all easements, rights and appurtenances thereunto belonging or appertaining, including an undivided 20.7% interest in the general common elements thereof, established by an Amended Declaration dated October 12, 1977, by Spa Haven Joint Venture, et al, recorded among the Land Records of Anne Arundel County in Liber WGL 3012, folio 79, et seq., and Amended By-Laws dated October 12, 1977, recorded in Liber WGL 3012, folio 92 et seq., and as shown on the plats thereof recorded among the Condominium Plat Records of Anne Arundel County in Plat Book E-10, folios 21 through 26.

THAT Pedestrian Easement shown on the Plat of The Yacht Club Condominium, recorded in Plat Book E-10, at folio 21, leading from Burnside Street to the 1006 square feet parcel shown thereon.

PARCEL 2: ALL THAT PARCEL of land containing 1006 square feet of land, as more particularly described and set forth on the aforesaid Plat in Plat Book E-10, folio 21, together with all easements, bulkheading, pilings, piers, marina rights and riparian rights into and abutting Spa Creek; SAVING and EXCEPTING therefrom that portion of the improvements presently existing on the premises and reserved unto John Keely Clifford, namely the ownership of boat slips numbered B-34, B-36 and B-39, as shown on a plat of the premises prepared by Frey, Sheehan, Stoker & Associates, Inc., TOGETHER WITH an easement over said premises and the pier appurtenances hereto for ingress and egress to said boat slips, by virtue of a Deed from John Keely Clifford, and recorded in Liber WGL 2896, folio 708; SUBJECT TO rights of tenants in possession, if any.

PARCEL 3: BEGINNING for the same at a concrete monument found at the end of the 2nd line of the conveyance recorded in Liber JHH 492, folio 476; thence running with the 3rd line thereof South 23° 41' 47" East 50.02 feet; thence running with part of the 4th line thereof South 60° 59' 26" West 15.06 feet; thence leaving said 4th line and running across said conveyance North 23° 41' 47" West 50.02 feet to intersect the 2nd line of said conveyance; thence running with part of said 2nd line North 60° 59' 26" East 15.06 feet to the place of beginning. Containing 750 square feet of land.

Mailed to: Winters & Galt

10-2-84



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CIRCUIT COURT, BALTIMORE COUNTY
1984 MAY 25 PM 2:49
E. AUBREY COLLISON
CLERK

BOOK 473 PAGE 448

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... May 21, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 245028 in Office of (Filing Office) AA, MD. (County and State)
LIBER 456 PAGE 86

Debtor or Debtors (name and Address):

CHONG WOO LEE & FUNG LEE
637 KENSINGTON AVE
SEVERNA PARK, MD. 21146

The said Filing Office, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSEHOLD FINANCIAL CORPORATION
AND SUCCESSORS

Secured Party
Severna Park, MD 21146
By *[Signature]*
Its Branch Office Manager

Mailed to Secured Party

RECORD FEE 10.00
INDEXING CHARGE 15.49
MAY 25 84

10-0086

1984

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

May 21, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 243203 in Office of (Filing Officer) (County and State)
LIBER 456 PAGE 349

Debtor or Debtors (name and Address):
BRIAN L. BROWN 4 Lou ANN BUTLER
303 WEST HAVEN
SEVERNA PARK, MD. 21146

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

AND SUBSIDIARY COMPANIES
HOUSEHOLD FINANCE CORPORATION
Secured Party 095
By: Severna Park Maryland 21146
Its Branch Office Manager

Mailed to Secured Party

RECORDING FEE 10.00
POSTAGE .50
MAY 25 1984

10.00

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 MAY 25 PM 2:50
E. AUBREY COLLISON
CLERK



BOOK 473 PAGE 447

FINANCING STATEMENT

252152

1. Debtors:

James F. Bosse
Lois F. Bosse

Address:

P.O. Box 243
Arnold, MD 21012

2. Secured Parties:

Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Donna M. Pittman, Trustee

Address of all Secured Parties:

c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as:

Unit #503 Golden Sands Club Condo., 10900 Coastal Highway, Ocean City, MD 21842

Debtors:

James F. Bosse
JAMES F. BOSSE
Lois F. Bosse
LOIS F. BOSSE

RECORDING FEE 12.00
POSTAGE .50

252152 (1345) 102 711453

MAY 25 1964

To the Filing Officer: After this statement has been recorded, please mail the same to: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, W. A. COUNTY

1964 MAY 25 PM 2:53

E. AUBREY COLLISON
CLERK

12.00
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2409.86

If this statement is to be recorded in land records check here.

This financing statement Dated 5/2/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252143

Name KENNETH L HARRISON
Address 297 Red Clay Road 302 Laurel MD 20707

2. SECURED PARTY

Name NORWEST FINANCIAL Leasing INC
Address 390 Montros Ave Laurel MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 TV 1 Stereo 1 Vacuum 1 Living rm set 1 Bedrmset
1 dining rm set 1 bed

RECORDING FEE 13.00
RECORDING TAX 14.00
POSTAGE .50
MAY 25 1984

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kenneth L. Harrison
(Signature of Debtor)

Kenneth L Harrison
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CLERK COLLISION
MAY 25 1984 3:17 PM
E. COLLISION CLERK

BOOK 473 PAGE 450

252144

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 57,800.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Form Services, Inc.

717 Wedeman Avenue
Linthicum Heights, MD 21090

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address:

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

See schedule attached hereto and incorporated herein.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

REC'D FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1984 MAY 25 PM 3:43
E. AUBREY COLLISON
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

Form Services, Inc.

THE FIRST NATIONAL BANK OF MARYLAND

Louis L. Boldt

BY Thomas B. Freeze, Loan Officer

Louis L. Boldt, President

FNB 6860

Type or print names under signatures

Mailed to Secured Party

11.00
402-580

SCHEDULE "A"

BOOK 473 PAGE 451

- 1 VAX 730XA-AE 11730 - CA QC001-UZ 3 BOARD CPU 2 MB ECCMOS RAM
MEMORY, DUAL REDUNDANT TU58 TAPE CARTRIDGE DRIVES CONSOLE
SUBSYSTEM SINGLE UNIBUS, SHIELDED H9642 CABINET WITH POWER CONTROLLER
120V SN = NIO0131, ORDER #840 520 85N
- 1 MS730 - CA 1MB MOS EXPANSION MEMORY SN = N/A
- 1 DMF32-LP 8 LINE MEMORY ACCESS MULTIPLEXER SYSTEM INTEGRATED
SN = N/A
- 1 RUA80-AA 121 MB DISK DRIVE RA80-AA, UDA50, CONTROLLER CV CX10679
- 1 BA11-KU 10.5" EXPANSION BOX SN = N/A
- 1 DD11-DK BACK PLANE ASSEMBLY SN = N/A
- 1 H9642-FA SHIELDED FRONT LOA DING CABINET ASSEMBLY W/CENTER
PARTITION SN = NIO1114
- 1 CK-BCC114-06 SHIELDED UNIBUS CABLE KIT SN = N/A
- 1 RK07 DISK DRIVE
- 1 RK07 DISK PACK

Louis L. Boldt

Louis L. Boldt, President

BOOK 473 PAGE 452

252145

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Phoenix Homes Inc. 1180 Great Oak Court Crownsville, MD 21032	2. Secured Party(ies) and address(es) Phillips Financial Services 114 Forbes St. Annapolis, MD 21401
---	---

For Filing Officer (Date, Time, Number, and Filing Office)

Not subject to Recordation Tax

RECORD FEE 11.00
MAY 25 1984

4. This financing statement covers the following types (or items) of property:

2 ea. Motorola Dyna-Tac 4000 Phones (Cellular)

5. Assignee(s) of Secured Party and Address(es)

First National Bank
Commercial Finance Div.
14th Floor, 25 S. Charles St.
Baltimore, MD 21201

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Phoenix Homes Inc.

Phillips Financial Services

By: J. Joseph Poiter, Vice President
Signature(s) of Debtor(s)

By: Ralph E. Meloy, Vice President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 25 PM 3:43

E. AUBREY COLLISON
CLERK



1100

STATE OF MARYLAND

252146

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard E. and Lois M. Lindstrom

Address 765 D. Fairview Ave., Annapolis, MD 21403

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River Street, Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above. _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 O'Day 34' Sloop serial # XDYU0258484
Single Diesel Universal 24 HP

President 512 VHF Radio Pressure Hot and Cold w/Shower
Spinnaker Compass Pedestal Mount
Refrigeration
Datamarine Knotmeter/Log
Datamarine Depthsounder
150 Genoa 3.8-5.3 oz.
Shore Power

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard E. Lindstrom
(Signature of Debtor)

Richard E. Lindstrom
Type or Print Above Name on Above Line

Lois M. Lindstrom
(Signature of Debtor)

Lois M. Lindstrom
Type or Print Above Signature on Above Line

Joseph M. Durant
(Signature of Secured Party)

Joseph M. Durant
Type or Print Above Signature on Above Line

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SARCOM COUNTY
1984 MAY 25 PM 3:43
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.00
86

STATE OF MARYLAND

BOOK 473 PAGE 454

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2941.62

If this statement is to be recorded in land records check here.

This financing statement Dated May 2, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FRANK MARSHALL JR. & ALVERTA MARSHALL
Address 4309 Belle Georgia Avenue Pasadena, Md 21122

2. SECURED PARTY

Name NORWEST FINANCIAL MD INC
Address 3412 Eastern Avenue Baltimore, Md 21224

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 2, 1988

4. This financing statement covers the following types (or items) of property: (list)

(3 tvs- 2 RCA 21" Color, 1 Quazar 15"), Kenmore Washer & Dryer, Norge Refrigerator, Signature Freezer, Signature stove, 3 Vacuum cleaners, 1 Air conditioner, 1 Living room set, 3 Bedroom sets, 1 dining room set.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten signature of Frank Marshall, Jr.
(Signature of Debtor)

Frank Marshall, Jr.
Type or Print Above Name on Above Line

Handwritten signature of Alverta Marshall
(Signature of Debtor)

Alverta Marshall
Type or Print Above Signature on Above Line

Mailed to Secured Party

Handwritten signature of Robert J Del Prete
(Signature of Secured Party)

Robert J Del Prete
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1984 MAY 25 PM 3:43
E. AUBREY COLLISON
CLERK

252167

12.00
17.50
29.50

252148

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William W. Larash and William W. Larash, Jr.

Address 1493 Crofton Parkway, Crofton, MD 21114

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River Street, Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 Catalina 30' serial # CTYN3748M84I
Single Diesel Universal 21 h.p.

Datamarine Depthsounder
Datamarine Knotmeter
Cybernet Model 5000
Horizon Roller Genoa
110V Shore Power

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William W. Larash
(Signature of Debtor)

William W. Larash
Type or Print Above Name on Above Line

William W. Larash, Jr.
(Signature of Debtor)

William W. Larash, Jr.
Type or Print Above Signature on Above Line

Mailed to Secured Party

Joseph M. Durant
(Signature of Secured Party)

Joseph M. Durant
Type or Print Above Signature on Above Line

12.00
50

1984 MAY 25 PM 3:43
RECEIVED FOR RECORD
CLERK E. AUBREY COLLISON

STATE OF MARYLAND

BOOK 473 PAGE 456

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232636

RECORDED IN LIBER 425 FOLIO 305 ON May 19, 1980 (DATE)
Anne Arundel County

1. DEBTOR

Name Bio Gro Systems, Inc.
Address 927 West Street, Annapolis, Maryland 21404

2. SECURED PARTY

Name Litton Industries Credit Corporation
Address 477 West Wrightwood Avenue, Elmhurst, IL 60126
Bio Gro Systems, Inc., Box 209, Annapolis, MD 21404

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

10.00
50
MAY 25 1984

Litton Industries Credit Corporation

Dated

2/27/84

Gerald L. Gerardi
(Signature of Secured Party)

Gerald L. Gerardi - Assistant Treasurer

Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 25 PM 3:42

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

10.00
80

BOOK 473 PAGE 457

852149

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 62,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Dept. of Assessments & Taxation.

RECORD FEE 11.00
 POSTAGE .50
 852149 1245 1984 7 15 116
 MAY 25 84

5. Debtor(s) Name(s) Address(es) 300 Hospital Drive, Suite 121
Glen Burnie, Maryland 21061
8706 Liberty Plaza Mall
Randallstown, Maryland 21133
Shuman and Seff Partnership

6. Secured Party Address Franklin Square Medical Arts
Suite 216, Baltimore, Maryland 21237
100 S. Charles Street
Baltimore, Maryland 21201
 Equitable Bank, National Association
 Attention: Teresa A. Gilson
Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Shuman and Seff Partnership
 By: Martin J. Shuman (Seal) _____ (Seal)
Martin J. Shuman, General Partner
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 25 PM 3:42

E. AUBREY COLLISON
CLERK

11.00
50

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Maryland Investment & Leasing Co. P. O. Box 1017
 Severna Park, Md. 21146

6. Secured Party _____ Address _____
 Maryland National Bank P. O. Box M
 Attention: Juanita Adams _____ La Plata, Md. 20646

RECORD FEE 11.00
 RECORD TAX 175.00
 MORTGAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.
 Maryland Investment & Leasing Co.

By H. D. Smith _____ (Seal)
 H. D. Smith Proprietor

Secured Party
 Maryland National Bank
Juanita Adams _____ (Seal)
 Assistant Manager
 Type name and title

Mailed to Secured Party

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1984 MAY 25 PM 3:42

E. AUBREY COLLISON
 CLERK



11.00
 175.00
 50

SCHEDULE A

SEE FINANCING STATEMENT - Section C

- (1) 1980 Caterpillar 518 Skidder
Serial # 55U00619

Maryland Investment & Leasing Co.

Maryland National Bank

BY H. D. Smith (Seal)
H. D. Smith, Proprietor

(Seal) Juanita Adams
Juanita Adams
Assistant Manager

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is:
John W. Simpson
10081 Apple Wood Ct.
Burke, Va. 22015
- 2. The name and address of the Secured Party (or Assignee) is:
First Virginia Bank
13045 Lee-Jackson Hwy.
Fairfax, Va. 22033
- 3. The maturity date of the obligation (if any) is: May 10, 1991

- 4. This Financing Statement covers the following types (or items) of property: (Describe)
1975 Sea Ray, Hull # SERF 049 602 753 00S 529
Twin Mercruiser V-8 Engines
R, 233R4177647
L, 233L422292622

- 5. Check the lines which apply if any, and supply the information indicated:
 (If collateral is crops). The above described crops are growing or are to be grown on: _____
(describe real estate)

- (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: _____
(describe real estate)

- (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.

- 6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, Section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$ _____

Debtor(s):
John W. Simpson

Secured Party:

x First Virginia Bank

By: *Eileen B. Lober*
(AUTHORIZED SIGNATURE)
Eileen B. Lober
Assistant Cashier
(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

E. AUBREY COLLISON
CLERK

1991 MAY 25 PM 3:49

RECEIVED
MAY 25 1991
CLERK'S OFFICE
BALTIMORE COUNTY

RECORD FEE 11.00
POSTAGE .50
MAY 25 1991 7:15:44
MAY 25 94

Mailed to Secured Party

11.00
58

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Total Systems Design, Inc.
(Name or Names)
1832 Foxdale Court, Crofton, Maryland 21114
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: COMMERCIAL CAPITAL, INC.
(Name or Names)
Executive Plaza IV Hunt Valley, MD. 21031
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Clifton Trust Bank
(Name or Names)
10112 York Road, Cockeyesville, Maryland 21030
(Address)

Mailed to:

4. This Financing Statement covers the following types (or items) of property:
- (1) APA 10007 Lisa Computer 2/5, 512K S/N A3228041, 151960
 - (1) APA 30083 512K Memory Add-on
 - (1) APA 30066 Apple Imagewriter DMP S/N 301887
 - (1) APA 20109 LisaCalc
 - (1) APA 20115 LisaWrite
 - (1) APA 20113 LisaList
 - (1) APA 20110 LisaDraw
 - (1) APA 20111 LisaGraph
 - (1) APA 20114 LisaProject
 - (1) APA 20107 LisaOffice Systems O.S.
 - (1) APA 20096 LisaPascal
 - (1) APA 20097 Lisa Basic-Plus

RECORDATION FEE 11.00
POSTAGE 1.00
TOTAL 12.00
MAY 25 1984

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 MAY 25 PM 4:04
E. AUDREY COLLISON
CLERK

DEBTOR(S):
Total Systems Design, Inc.
By: Donald L. Robinson, President
(Title)
Donald L. Robinson
(Type or print name of person signing)

SECURED PARTY:
COMMERCIAL CAPITAL, INC.
(Company, if applicable)
By: John H. Scally
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

~~XXXXXX~~ On behalf of Commercial Capital, Inc., I hereby assign all rights,
title and interest to Clifton Trust Bank, 10112 York Road, Cockeyesville,
Maryland 21030
John H. Scally
Assignor

BOOK 473 PAGE 462

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	Maturity Date 3. (optional):
1. Debtor(s) (Last Name First) and Address(es)	2. Secured Party(ies): Name(s) and Address(es):	4. For Filing Officer: Date, Time, No. Filing Office	
Sandler, David H. Sandler, Edna C. 2005 Greenspring Valley Rd. Stevenson, MD 21153	American Bank & Trust Co. of Pa. P.O. Box 189 Reading, Pa. 19603		

5. This statement refers to original Financing Statement No. ⁴⁵⁷⁻⁹⁴06312 filed (date) 6-28-82 with Anne Arundel Co.

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. MAY 11 11:57
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor is required if Collateral is added.)

Section Black Lot

Filing Fee all items \$1.00 - \$5.00

Richard Bealer Banking Officer
AMERICAN BANK & TRUST CO. OF PA.

By _____
Signature(s) of Debtor(s) (only on amendment)
(9/73)

By *Richard Bealer*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-3 - Approved by the Secretary of the Commonwealth of Pa.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 25 PM 4:04

E. AUBREY COLLISON
CLERK



12.00
50

BOOK 473 PAGE 463

252153

BJ25019932

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

RECORD FEE 11.00
POSTAGE .50

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

FILED IN CASE NO. 715150
MAY 25 84

1. Debtor(s) (Last Name First) address(es) JACKSON, James Sr. 1283 Bacon Ridge Road Crownsville, MD 21032	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd. Rockville, Maryland 20850
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 1974 L16 WARNER SWASEY FORKLIFT, SER.#16L1338.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional Sales Contract from Gateway Ford Tractor

Filed with:
Clerk of the Court

James Jackson Sr.

(SIGNATURE OF DEBTOR)
JAMES JACKSON, SR.

(SIGNATURE OF DEBTOR)

Ford Motor Credit Company

(NAME OF SECURED PARTY)
BY: *T. D. Sterling*

T. D. Sterling, Assistant Branch Manager

F.M.C.C. 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED
JUN 64

PRINTED IN U.S.A.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 MAY 25 PM 4:04

E. AUBREY COLLISON
CLERK

11.00
5.00

BJ1339929

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Methuselah Pumphrey 4966 Sands Rd. Lothian, Maryland 20820	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd. Rockville, Maryland 20850
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
New 1984 Ford Tractor 2910 #0701372

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional Sales Contract from Dorsey Gray Inc.

Filed with:

Clerk of the Court

Methuselah Pumphrey
(SIGNATURE OF DEBTOR)
Methuselah Pumphrey

Ford Motor Credit Company
(NAME OF SECURED PARTY)
BY: *T. D. Sterling*
T. D. Sterling, Assistant Branch Manager

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 25 PM 4:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00
50



BJ25019878

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Table with 2 columns: 1. Debtor(s) (Last Name First) address(es) and 2. Secured Party(ies) and Address(es). Includes names BELL, Ted and Ford Motor Credit Company.

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property: 1 NEW ARPS BACKHOE & 16" BUCKET, MODEL 875, SER.#1049

Check if covered: [] Proceeds of collateral covered [] Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional Sales Contract

Filed with: Clerk of the Court

Signature of Ted Bell, (SIGNATURE OF DEBTOR)

Ford Motor Credit Company

BY: T. D. Sterling, Assistant Branch Manager

Mailed to Secured Party

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY 1984 MAY 25 PM 4:03 E. AUBREY COLLISON CLERK



Handwritten number 11.00

BOOK 473 PAGE 488

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 236966

RECORDED IN LIBER 435 FOLIO 130 ON March 9, 1981 (DATE)

1. DEBTOR: Name William P. & Beverly Heim
Address 409 Tuxton Rd. Annapolis, Md.

2. SECURED PARTY: Name Commercial Credit Corporation
Address 53 Mc Kinsey Road
Severna Park, Md. 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____
Address _____

RECORD FEE 10.00
POSTAGE .50
MAY 28 1984

E. AUBREY COLLISON
CLERK

1984 MAY 28 AM 11:09

RECEIVED FOR RECORD
CLERK
SOUTHERN ANNE ARUNDEL COUNTY



Dated 5-1-84

B.L. Cooper
(Signature of Secured Party)

B.L. Cooper
Type or Print Above Name of Above Line

Mailed to Secured Party

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 399434

RECORDED IN LIBER 1040 FOLIO 413 ON 8-11-83 (DATE)

1. DEBTOR: Name Rose Marie Miller

Address 3841 Sengbuid Circle Balto, Md

2. SECURED PARTY: Name Commercial Credit Corporation

Address 53 McKinsey Road
Severna Park, Md 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated 4-23-84

B. L. Cooper
(Signature of Secured Party)

B L Cooper
Type or Print Above Name on Above Line

KL
LEFK
1984 MAY 28 AM 11:09
E. AUBREY COLLISON
CLERK

RECORDED FEE 10.00
POSTAGE .50
MAY 27 1984 10:54
MAY 27 1984

Mailed to Secured Party

1050

252103

STATE DOCUMENTARY STAMPS ARE NOT APPLICABLE

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 4-30-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Guy H. Morgan Jr. and Jeri A. Morgan

Address 19A E. Myrtle Street, Alexandria, VA 22301

2. SECURED PARTY

Name First New England Financial Corp.

Address PO Box 3376

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

BOAT: 1982 Pacific Seacraft, Orion 27 ft. Hull No: PCS-270540482 with 1982 Yanmar 15 hp diesel engine

MOORING: Yacht Haven, Annapolis, Maryland

FILE: Clerk of Circuit Court for Anne Arundel County
Courthouse Church Circle
Annapolis, MD 21401

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 MAY 28 AM 11:09
E. AUBREY COLLISON
CLERK

CR
CLERK

RECORD FEE 12.00
NOTARIAL FEE .50
250427 0237 MD 114157
MAY 23 84

CHECK THE LINES WHICH APPLY

Fee \$12.50

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ASSIGNEE:

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Connecticut Savings Bank
47 Church Street
New Haven, CT 06510

[Signature]
(Signature of Debtor)

Guy H. Morgan Jr.
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Jeri A. Morgan
Type or Print Above Signature on Above Line

First New England Financial Corp.

By: [Signature]
(Signature of Secured Party)

Grant S. Newlove-Vice-President
Type or Print Above Signature on Above Line

Mailed to Secured Party

123

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 4/30/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Webb C. Hayes IV and John M. Loud
Address 7904 Burdette Road, Bethesda, MD 20034

2. SECURED PARTY

Name First New England Financial Corporation
Address P O Box 3376
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

BOAT: 1984 Irwin 34 Sloop Hull No. XYM-34436D484 with 1984 Yanmar 25 hp diesel engine

MOORING: Yacht Yard, Back Creek, Annapolis, Maryland

FILE: Clerk of Circuit Court for Anne Arundel County
Courthouse Church Circle
Annapolis, MD 21401

FEE: \$12.50

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ASSIGNEE:

Connecticut Savings Bank
47 Church Street
New Haven, CT 06510

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

Webb C. Hayes IV
Type or Print Above Name on Above Line

(Signature of Debtor)

John M. Loud
Type or Print Above Signature on Above Line

BY: (Signature of Secured Party)

Grant S. Newlove Vice President
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 MAY 28 AM 11:09
E. AUBREY COLLISON
CLERK

DEBTOR FEE 12.00
FILING FEE .50
RECORDED 1984 MAY 11:09
MAY 28 84

Mailed to Secured Party

1252

252105

NO STATE DOCUMENTARY STAMPS APPLICABLE

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 4/30/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John D. Renzel
Address 125 Charles Street, Annapolis, Md. 21401

2. SECURED PARTY

RETURN TO: Name First New England Financial Corp.
Address 326 First Street, PO Box 3376, Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

BOAT: 1980 Silverton, Mainship, 34 ft., Hull No. MPC000498M80G34T, with 1980 Perkins, 165hp engine no. TE20696U572373

File: Clerk of Circuit Court for Anne Arundel County Court House, Annapolis-Md. 21401

Fee: 11.50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ASSIGNEE:

Connecticut Savings Bank
47 Church Street
New Haven, Ct. 06510

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John D. Renzel
(Signature of Debtor)

John D. Renzel
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First New England Financial Corp.

Grant S. Newlove
(Signature of Secured Party)

Grant S. Newlove, Vice President
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
1984 MAY 28 AM 11:09
E. AUBREY COLLISON
CLERK

SECURITY FEE 11.00
POSTAGE .50
MAY 28 1984

Mailed to Secured Party

1150

BOOK 473 PAGE 471

252106

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Dodd Trucking & Leasing Co. 1374 Lake Ave. Pasadena, Md. 21122	2 Secured Party(ies) and Address(es) Central GMC, Inc. 3801 Ironwood Pl., Landover, Md. 20785	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: 20' Duralite Van Body, Serial No. 90419 mounted on Mercedes-Benz Chassis, Serial No. 1MBZA24B6DN587272		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P. O. Box A College Park, Md. 20740

XXXXXXXXXXXX DOCUMENT NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

RECORD FEE 10.00
 POSTAGE 1.50
 MAY 28 1984

Check if covered. Proceeds of collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented:

Filed with: COUNTY
 Dodd Trucking & Leasing Co.
 By: John T. Dodd (Signature(s) of Debtor(s))
William E. [Signature] (Signature(s) of Secured Party(ies))
 Central GMC, Inc.

Filing Officer Copy — Alphabetical

603469 Rev. 12-80

RECEIVED FOR RECORD
 CIRCUIT COURT, BAL. COUNTY
 1984 MAY 28 AM 11:09
 E. AUDREY COLLISON
 CLERK

125

Anne Arundel ① 4/24 A

BOOK 473 PAGE 472

252167

Buyer's (Debtor's) Name (Last name first) Joseph A. Prusak	Purchaser's Mailing Address 1218 Old Camp Meade Rd, Severna Park, MD 21156	Zip Code 21156
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 9A Rentals	Seller's Address 1111 Lincoln Dr, Annapolis, MD 21404	Zip Code 21404
Seller's Name	Seller's Address	Zip Code

BUYER'S SOC. SEC. NO. (First Signer)

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

DTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
	N	Amec-Tec	9MD	Backhoe for 125SS loader w/12" Bucket	87MF205

E. AUDREY COLLISON
CLERK
1984 MAY 28 AM 11:09
RECORDED FOR RECORD
ANNE ARUNDEL COUNTY



FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

RECORD FEE 11.00
POSTAGE .50
MAY 24 1984

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
P.O. Box 4949
Syracuse NY 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box 4949
Syracuse, N.Y. 13221
Mailed to: **73221**

Debtor resides in Anne Arundel (County) MD (State) Note dated and signed April 1 (Date) 1984 Debtor's Telephone No. 301-551-5212

Joseph A Prusak (Debtor's Signature)
Joseph A Prusak (Debtor's Signature)

Annapolis 9A Rentals (Seller's Name)
Kenneth R Wagner (Seller's (Secured Party) Signature)
Kenneth R. Wagner, Pres.

11/50



National Mortgage
FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 473

252108

Name of Filing Officer

FINANCING STATEMENT 19521

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) JOHN M. WHITING (~~UN~~MARRIED)
NONIE E. RIGBY (~~UN~~MARRIED)
1527 WAMPANOAG DRIVE, SEVERN, MD 21144

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION: June 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, DISHWASHER, DISPOSAL, HEAT PUMP, WALL TO WALL
CARPET

RECORDING FEE 10.00
POSTAGE .50
RECORD COST \$42.15
MAY 28 1984

The above described items of property are affixed to a dwelling house located on:

1527 WAMPANOAG DRIVE, SEVERN, MD 21144 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated May 16 1984 from JOHN M. WHITING (~~UN~~MARRIED) NONIE E. RIGBY (~~UN~~MARRIED) to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

Mailed to Secured Party

MORTGAGOR(S) SIGNATURE(S)

John M. Whiting
JOHN M. WHITING
Nonie E. Rigby
NONIE E. RIGBY



SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 28 PM 3:13

E. AUDREY COLLISON
CLERK

BY: *Betty Gardner*

1030

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Scruggs, Jesse J.
(Name or Names—Last Name First)
742 Cecil Avenue, Millersville, Maryland 21108
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

1984 Zetor Tractor, Model 7011, Serial Number 027539, Motor Number 028249

RECEIVED FOR RECORD
ANNAPOLIS, MARYLAND
1984 MAY 29 AM 9:56
E. AUDREY COLLISON
CLERK



RECORD FEE 11.00
POSTAGE .50
#18378 0345 R01 T09:35
MAY 29 84

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) ~~(is)~~ exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$9,711.49

8. Filed with: Clerk of the Circuit Court for Anne Arundel County
RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 1st day of May, 19 84

DEBTOR:

Jesse J. Scruggs
By: _____
(Title)

SECURED PARTY:

THE BANK OF GLEN BURNIE
By: Norman E. Botts
Vice President and Cashier
(Title)

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

Mailed to Secured Party

BOOK 473 PAGE 475

252170

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS
1. Debtors(s) (or assignor(s))	No. Street City State
William L. Henry III	14705 Locustwood Lane Silver Spring, MD 20904
Jean A. Henry	14705 Locustwood Lane Silver Spring, MD 20904

2. Secured Party (or assignee)
 BANK OF MARYLAND 3731 Branch Avenue, Hillcrest Heights, Md. 20031

3. This Financing Statement covers the following types (or items) of property:

Make or Manufacturer	Description Body Type	Serial No.	Model No.	Year
Carver	28' Sedan Flybridge Power Yacht	#CDR8 9104 M75J	Santa Cruz	1975

RECORD FEE 12.00
 POSTAGE .50
 #18401 C345 R01 T09:38

MAY 29 84

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)
William L. Henry III
 William L. Henry III

Jean A. Henry
 Jean A. Henry

Secured Party:
 BANK OF MARYLAND
 By: Leon Roy Rickards
 Type Name Leon Roy Rickards
 Title Senior Vice President

Type or Print Name and Title of Each Signature

BM-L-310 Rev 1 (5-75)

RECEIVED FOR RECORD
CIRCUIT COURT, D.C. COUNTY

1984 MAY 29 AM 9:56

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

12.00
5.00

230171

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries
PO BOX 957

ADDRESS: _____
CITY & STATE: _____ GLEN BURNIE MD 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
WILFREY WILLIAMS		05-04-84	
7030 I HURION DRIVE		ACCOUNT NO.	TAB
GLEN BURNIE MARYLAND		440506232	32
CLERK OF COURT BAL COUNTY		FILE 9017	

Filed with: _____

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE 50
#18410 C345 R01 T09:48
MAY 29 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 1075.26

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Wilfrey D. Williams
WILFREY D. WILLIAMS DEBTOR

BY *Joyce M. Kaley*
JOYCE M. KALEY ATTORNEY AT LAW DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

Mailed to Secured Party

KL
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, BAL. COUNTY

1984 MAY 29 AM 9:57

E. AUBREY COLLISON
CLERK

11.00
10.50
50

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joseph F. Joy, Jr. and Jessie E. Martin T/A Holly Properties
P.O. Box 387
#450 Quarterfield Rd., #A-1 Glen Burnie, MD 21061

2. SECURED PARTY

Name Control Data Business Centers, Inc.
Address 22 W. Padonia Road; Suite c-152 Timonium, MD 21093

3. ASSIGNEE

Name _____
Address _____
(Address to whom statement is to be returned)

RECORD FEE 13.00
#18411 6345 R01 T09:49
MAY 29 84

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)
Powerscreen Mark II Portable screening plant #2707612
w/28" x 47' conveyor, 4 x 6 deck screen, lister st3 air
cooled engine two m60 radial stackers #2419216, #2413234

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are to be grown on: (described real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Joseph F. Joy Jr. and Jessie E. Martin
T/A Holly Properties

Control Data Business
Centers, Inc.

Joseph F. Joy Jr. Partner
(Signature of Debtor)
Jessie E. Martin Partner

BY: William C. Benner
(Signature of Secured Party)

William C. Benner

Type or Print Above Name on Above Line
Operations Manager

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 MAY 29 AM 9:57
E. AUBREY COLLISON
CLERK

13-00

FINANCING STATEMENT COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Prince George's County

NAME ADDRESS
 1. Debtor(s) Street City State

Gilbert Foods, Inc. T/A Hearn Kirkwood, Inc. 7251 Standard Drivr Hanover, Md 21076

2. Secured Party: SUBURBAN BANK
 ***** 12125 Viers Mill Rd
 ***** Silver Spring, Md. 20906

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

RECORD FEE 11.00
 POSTAGE 50
 #1081 1345 R01 109:50
 MAY 29 84

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SUBURBAN BANK
 By: Neil W. Machovec **Gilbert Foods, Inc T/A Hearn Kirkwood, Inc.**
 Type Name **Neil W. Machovec** by Charles J. Gilbert
 Title **Retail Banking Officer**
Charles J. Gilbert - Senior V.P.
 Type or Print Name and Title of Each Signature



RECEIVED FOR RECORD
CIRCUIT COURT, P.A. COUNTY

1984 MAY 29 AM 9:57

E. AUBREY COLLISON
CLERK

11.00
Mailed to Secured Party

Schedule A

BOOK 473 PAGE 479

One TIE CX-128 MX EPABX equipped with:

20 C.O. lines
1 Direct Station Selector
4 Display Telephones
25 4 button telephones
1 printer
4 speakers
2 horns
1 amplifier

HOUSEHOLD FINANCE CORPORATION
HOLLINSWOOD SHOPPING CENTER
2125 WEST PATAPSCO AVENUE
BALTIMORE, MARYLAND 21230

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

BOOK 473 PAGE 480

May 4, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 458 in Office of Anne Arundel Md
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Kenneth M. Abey, Sr.
300 Charles St.
Linthicum, Md 21090

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By J. F. Atherton
Its Branch Office Manager

Mailed to Secured Party

Form 91 MD (3-79)

10.50

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 MAY 29 AM 9:57

E. AUBREY COLLISON
CLERK



RECORD FEE 10.00
POSTAGE .50
MAY 29 1984

MAY 29 84

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232924

RECORDED IN LIBER 426 FOLIO 162 ON 6-11-80 (DATE) 473 481

1. DEBTOR

Name General Elevator Co., Incorporated

Address 601 Nursery Road Linthicum Heights, Md. 21090

2. SECURED PARTY

Name Clifton Trust Bank

Address 10112 York Road Cockeysville, Md. 21030

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)

RECEIVED FROM RECORDS
SECTION 30001-30010, COUNTY

1984 MAY 29 AM 11:00

E. AUBREY COLLISON
CLERK



RECORDS FEE 10.00
POSTAGE .50
POSTAL DIST NO 210455
MAY 29 84

Mailed to Secured Party.

Date May 4, 1984

Edwin B. McKee A.V.P.
(Signature of Secured Party)

Edwin B. McKee A.V.P.
Type or Print Above Name on Above Line

105

BOOK 473 PAGE 482

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. ~~239581~~ 239581

RECORDED IN LIBER 441 FOLIO 492 ON Sept 4, 1981 (DATE)

1. DEBTOR: Name James T & Janis M. Udes
Address 1107 Lake Heron Drive Arnp. Rd

2. SECURED PARTY: Name Commercial Credit Corporation
Address 53 McKinsey Road
Sewena Park, Md. 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK <input type="checkbox"/> FORM OF STATEMENT	A. CONTINUATION <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. RELEASE <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/>	C. TERMINATION <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
	D. ASSIGNMENT <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)	E. OTHER <input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)	

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____
Address _____

E. AUBREY COLLISON
CLERK

1981 MAY 29 AM 11:00

RECORDED IN RECORDS SECTION ROOM 1111 COUNTY



Mailed to Secured Party

Dated 5-3-84

BC Cooper
(Signature of Secured Party)

BC Cooper
Type or Print Above Name on Above Line

10/50

RECORD FEE 10.00
POSTAGE .50
458127 0237 002 110156
MAY 29 1984

STATE OF MARYLAND

BOOK 473 PAGE 483

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240564 7,

RECORDED IN LIBER C237 FOLIO R02 ON Nov. 23 1981 (DATE)

1. DEBTOR #01687

Name Perkins-DeMaris, Inc.
Address 134 Holiday Ct. Suite 303, Annapolis, MD 21401

2. SECURED PARTY

Name Contel Credit Corporation
Address 245 Perimeter Center Parkway
Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

The collateral described in the original financing statement referred to in item d above has been transferred, for good and valid consideration from the possession of: Charles L. Perkins DBA Perkins Associates. 134 Holiday Ct. Suite 303, Annapolis, MD 21401. Charles L. Perkins DBA Perkins Associates although transferring its interest in the collateral to Perkins-DeMaris, Inc remains secondarily liable on the debt to Contel Credit Corporation secured by such collateral.

CHECK FORM OF STATEMENT

1981 MAY 29 PM 12:47
E. AUBREY COLLISON
CLERK



41098187

SEARCH FEE
MORTGAGE

10.00
.50

453742 C237 102 112144

MAY 29 84

Dated 2/13/84

[Signature]

(Signature of Secured Party)

Contel Credit Corporation

Type or Print Above Name on Above Line

Mailed to Secured Party

40818186

10.50

May 1, 1984

BOOK 473 PAGE 484

252179

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures Only).

NAME	ADDRESS
1. Debtors(s) (or assignor(s))	No. Street City State
<u>Windsurfing Unlimited, Inc</u>	<u>21 Riverview Ave Annapolis, Maryland 21401</u>

2. Secured Party (or assignee)
CENTRAL NATIONAL BANK OF MARYLAND, 1700 Elton Road, Silver Spring, Md. 20903

3. This Financing Statement covers the following types (or items) of property:

See Schedule "A"

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1984 MAY 29 PM 12:48
 E. AUDREY COLLISON
 CLERK

RECORD FEE
 11.00
 10/10/84

KL
 CLERK

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Windsurfing Unlimited, Inc.

Secured Party:

CENTRAL NATIONAL BANK OF MARYLAND.

BY: Robert A. Singer
 Robert A. Singer, President & Treasurer

By: Douglas T. Brown

By: Bruce J. Maloomian
 Bruce Maloomian, Vice President & Sec.

Type Name Douglas T. Brown

Title Vice President

Type or Print Name and Title of Each Signature

Mailed to Secured Party

BOOK 473 PAGE 485

May 1, 1984

SCHEDULE "A"

All inventory, furniture, fixtures, equipment and accounts receivable now owned or hereafter acquired, including all substitutions and replacements, also all supplies, parts, tools and accessories used in connection therewith and including all substitutions and replacements.

Windsurfing Unlimited, Inc.

BY: Robert Singer
Robert Singer, President & Treasurer

BY: Bruce Maloomian
Bruce Maloomian, Vice President & Sec.

FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of a certain Deed of Trust of even date herewith (the "Deed of Trust") securing a debt in the principal amount of \$750,000.00 or so much thereof as may be advanced. Recordation taxes in the amount of \$ 5250.00 will be paid to the Clerk, Circuit Court of Anne Arundel County at the recording of the aforementioned instrument.

NAME OF DEBTOR:

SOUTHWEST DEVELOPMENT
PROPERTIES, INC.,
a Maryland corporation

ADDRESS:

4646 Wilkens Avenue
Baltimore, Maryland 21229

NAME OF SECURED PARTY:

THE MANUFACTURERS LIFE
INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

200 Bloor Street, East
Toronto, Canada M4W 1E4

(2) Trustee(s):

JOHN G. WHARTON
CATHERINE S. SIPERKO
929 N. Howard Street
Baltimore, Maryland 21201

1. This Financing Statement Covers the following items of property:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.
- B. Proceeds of the above described collateral.
- C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 29 PM 3:26

E. AUBREY COLLISON
CLERK

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CLERK

1100
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and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Deed of Trust, including also (i) all books, records, contracts surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Leases and Guarantees instrument executed and dated of even date herewith.

D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 4995-4997 Fairview Avenue, Anne Arundel County, Maryland and more fully described in and conveyed by Debtor to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust and Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: May 14, 1984

DEBTOR'S SIGNATURE:

SOUTHWEST DEVELOPMENT
PROPERTIES, INC.

By: F. Patrick Hughes
F. Patrick Hughes
Vice President

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202
141-430 Mailed to: _____

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 10,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
 Annapolis Janitorial Maintenance & Cleaning Service, Inc.

Address
 1994 Moreland Parkway #13
 Annapolis, Maryland 21401

Secured Party

Address

XXXXXXXXXX

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts, equipment, account receivable and inventory now owned or hereafter acquired by borrower and all proceeds (cash or non-cash) from such accounts, accounts receivable, equipment and inventory.

RECORD FEE 11.00
 RECORD TAX 70.00
 POSTAGE .50
 #18586 0040 R01 T09:02
 MAY 31 84

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
 Annapolis Janitorial Maintenance & Cleaning Service, Inc.

Secured Party (or Assignee)

By: *William E. Hall, Jr.*
 William E. Hall, Jr., President

FARMERS NATIONAL
 BANK OF MARYLAND

BY *Frank T. Lowman, Senior*
 Frank T. Lowman, Senior
 Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401



Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A. A. COUNTY

1984 MAY 31 AM 9:07

E. AUBREY COLLISON
 CLERK

11.00 70.50

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 35,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
Chesport Corporation
Port Annapolis Snack Bar

Address
923 Chesapeake Ave., Annapolis, Md. 21403
Annapolis, Maryland 21403

Secured Party

Address

RECORD FEE 12.00
RECORD TAX 245.00
POSTAGE .50
#18587 0040 R01 T09:03

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

MAY 31 84

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All equipment, inventory, accounts receivable, good will contract rights and all other assets now owned or hereafter acquired, and all proceeds derived therefrom.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
CHESPORT CORPORATION
John E. Koontz
JOHN E. KOONTZ, PRESIDENT
PORT ANNAPOLIS SNACK BAR

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

John E. Koontz
JOHN E. KOONTZ, PRESIDENT

BY *Maureen Kelly*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

KL
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 31 AM 9:07

E. AUBREY COLLISON
CLERK

12.00
245.00
50

252163

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
310 3rd St. t/a
O'Leary's Seafood Restaurant

Address
310 3rd St.
Annapolis, MD 21403

RECORD FEE 12.00
POSTAGE .50
#18589 0040 R01 T09:0-4
MAY 31 84

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
(the collateral):

All inventory and all equipment now owned and all inventory
and all equipment hereafter acquired by Borrower and all
proceeds cash and non-cash of such inventory and equipment,
See schedule attached.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
address stated.

Debtor (or Assignor)
310 3rd St. t/a
O'Leary's Seafood Restaurant

Secured Party (or Assignee)

BY: Thomas J. O'Leary

FARMERS NATIONAL
BANK OF MARYLAND

BY: [Signature]

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401



Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 31 AM 9:07

E. AUBREY COLLISON
CLERK

16⁰ 5

CAPITAL EQUIPMENT

DESCRIPTION	MAKE	MODEL #	SERIAL
HVAC	York	FIEH120A33A 2H504502625A FLCH120A25A	NDNS109271 NCNY042134 NDNM071963
LG. WALK-IN REFRIGERATOR	Penn	7X15X7	CUSTOM
SM. WALK-IN REFRIGERATOR	Howard	5X7X7	CUSTOM
UPRIGHT FREEZER	Imperial	UF30E-141UR	305824278
GAS RANGE	Vulcan	845	83C753
GAS RANGE/OVEN	Vulcan	36L77R	283
CHARBROILER	Emberglo	317F	S041283
DEEP FRYER	Pitco	7-2	8492J62903CN
REFRIG. CHEF'S STATION	Dunhill	--	CUSTOM
DESSERT REFRIG.	True	6DM.23	283369
STEAMER	Moffatt	SX-1	1438-30-310
ICE MACHINE	Manitowac	0-400F	8311571
2-DOOR REFRIG.	Victory	AR.47.54	H.8305.P34
CHEESE MELTER	Lang	MM-36	C-31855
BEVERAGE COOLER	Beverageair	00682	8247073
MIXER	Univex	20	44203
ELEC. RANGE	Vulcan	E36	8385180
MEAT SLICER	Berkel	829	35723
REFRIG.	Raetone	AV4752	DX3874R56
3 COMP. SINK	Metal Masters	--	--
BARSINK	Metal Masters	--	--
ICE CHEST	Metal Masters	--	--
FOOD WARMERS	Hatco	--	--
WORK TABLES	Metal Masters	--	--
UPDRAFT HOOD SYSTEM	Sheetmetal Craft	--	CUSTOM
" "	Centus Metal	--	CUSTOM
FOOD PROCESSOR	Robot Coupe		
WORK TABLES			CUSTOM
3 COMP. SINK	Metal Masters		

TABLES AND CHAIRS
 INTERIOR DECORATION-ANTIQUE
 Large Wooden Salmon
 Small Wooden Halibut
 Small Wooden Sole
 OFFICE FURNITURE
 TYPEWRITER

TOTAL:

AJH/12-27-83
3484d

BOOK 473 482

To be recorded:
in Financing Statement
Records
with State Department
of Assessment and
Taxation

Not subject to recordation
tax:
Principal amount is
\$1,500,000.00

DATE: As of December 30, 1983

FINANCING STATEMENT

752107

1. Debtor:

ANNE ARUNDEL COUNTY,
MARYLAND

Address of Debtor:

Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attention: County Executive

2. Secured Party:

MERCANTILE-SAFE DEPOSIT,
AND TRUST COMPANY, a Mary-
land banking corporation

Address of Secured Party:

Two Hopkins Plaza
Baltimore, Maryland 21201

3. This Financing Statement covers all of the Debtor's
right, title and interest in and to the following:

3.1. A Loan Agreement of even date herewith, by
and between the Debtor and New Ridge Limited Partnership,
a limited partnership organized and existing under the law
of Maryland (hereinafter referred to as "the Borrower"),
together with any and all amendments and supplements
thereto (hereinafter referred to as "the Loan Agreement"),
and any and all security referred to therein.

3.2. All monies payable by the Borrower to the
Debtor pursuant to the provisions of the Loan Agreement
and all other revenues of the Debtor attributable to the
financing of a certain industrial building located in Anne
Arundel County, Maryland (hereinafter referred to as "the
Industrial Building") pursuant to the provisions of Article
41, Sections 266A - 266-I, inclusive, of the Annotated
Code of Maryland, (hereinafter referred to as "the Act"),
including, by way of example, rather than of limitation,
any monies realized from the sale of any security for the
loan evidenced and secured by the Loan Agreement.

3.3. An Assignment of Leases of even date here-
with, by and between the Borrower and the Debtor, together
with any and all amendments and supplements thereto.

3.4. All monies which are at any time on deposit
in the Project Fund (as that term is defined by the provi-
sions of the Loan Agreement).

4. This Financing Statement gives notice of and perfects
the security interests granted by the Debtor to, or for
the benefit of, the Secured Party under the provisions of
an Assignment and Security Agreement of even date by and
among the Debtor, the Secured Party and the Secured Party,
as Trustee, securing the Debtor's Anne Arundel County,

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CIRCUIT COURT, A.A. COUNTY

1984 MAY 31 AM 10:39

E. AUBREY COLLISON
CLERK



11.00
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3484d

BOOK 473 PAGE 493

Maryland, Industrial Development Revenue Bonds (New Ridge Limited Partnership Project) of even date herewith (hereinafter referred to as "the Bond"), issued pursuant to the provisions of the Act. The Bond does not constitute an indebtedness or charge against the Issuer's general credit or taxing powers, and does not constitute or give rise to any pecuniary liability of the Issuer.

5. Proceeds of collateral and accessions are covered hereunder.

Debtor:

ANNE ARUNDEL COUNTY,
MARYLAND

by Walter M. Chiles (SEAL)

Mr. Clerk: Please return to:

Anilkumar J. Hoffberg, Esquire
Frank, Bernstein, Conaway &
Goldman
1300 Mercantile Bank & Trust
Building
2 Hopkins Plaza
Baltimore, Maryland 21201

Mailed to: Atlantic Title

AJH/12-27-83
3485d

BOOK 473 PAGE 484

252103

To be recorded:
among ~~Land Records~~
in Financing Statement
Records
with ~~State Department~~
of ~~Assessments and Taxation~~

Not subject to recordation
tax: Principal amount is
\$1,500,000.00

DATE: As of December 30, 1983

FINANCING STATEMENT

1. Debtor: Address of Debtor:
NEW RIDGE LIMITED 6310 Frankford Avenue
PARTNERSHIP, a limited Baltimore, Maryland 21206
partnership organized and Attn: Thomas F. Obrecht
existing under the law of Maryland
2. Secured Party: Address of Secured Party:
ANNE ARUNDEL COUNTY, Arundel Center
MARYLAND (hereinafter Calvert and Northwest Streets
referred to as "the Annapolis, Maryland 21401
Issuer"); and Attn: County Executive
3. Assignee: Address of Assignee:
MERCANTILE-SAFE DEPOSIT Two Hopkins Plaza
AND TRUST COMPANY, a Baltimore, Maryland 21201
Maryland banking corpo- Attn: Bruce T. Hughes
ration Vice President
4. This Financing Statement covers all of the Debtor's right, title and interest in and to the following:

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the land and now owned or hereafter acquired by the Debtor,

4.1.1. including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property; but

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CIRCUIT COURT BALTIMORE COUNTY

1984 MAY 31 AM 10:39

E. AUDREY COLLISON
CLERK

18.00
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MAY 31 84

18.00
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4.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying and or all of the Real Property.

5. This Financing Statement gives notice of and perfects

5.1. the security interests granted or to be granted by the Debtor to, or for the benefit of the Issuer under the provisions of (a) a Deed of Trust given by the Debtor to Bruce T. Hughes and Ronald D. Mettam, trustees, and intended to be recorded among the Land Records of Anne Arundel County, Maryland, upon the acquisition of the Land as described in the Loan Agreement securing a debt owed by the Debtor to the Issuer (hereinafter referred to as "the Deed of Trust"), (b) a Loan Agreement of even date herewith by and between the Issuer and the Debtor (hereinafter referred to as "the Loan Agreement"), evidencing a loan made by the Issuer to the Debtor (hereinafter referred to as "the Loan") pursuant to the provisions of the Loan Agreement, and (c) an Assignment of Leases of even date herewith, from the Borrower to the Issuer,

Such security interests have been assigned by the Issuer to the Assignee under and pursuant to an Assignment and Security Agreement of even date herewith by and among the Issuer, the Assignee and the Trustee, entered into as security for the Issuer's Anne Arundel County, Maryland, Industrial Development Revenue Bonds (New Ridge Limited Partnership Project) of even date herewith (hereinafter referred to as "the Bond"), issued pursuant to the provisions of Article 41, sections 266A - 266-I, inclusive, of the Annotated Code of Maryland, which Bonds do not and shall never constitute an indebtedness or charge against the Issuer's general credit or taxing powers, and do not constitute or give rise to any pecuniary liability of the Issuer.

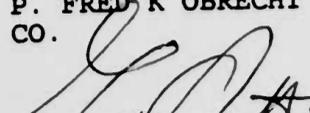
6. All monies which are at any time on deposit in the Project Fund (as that term is defined in a Loan Agreement by and between the Secured Party and the Debtor).

7. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

Debtor:

NEW RIDGE LIMITED PARTNERSHIP,
a limited partnership
organized and existing under
the law of Maryland,

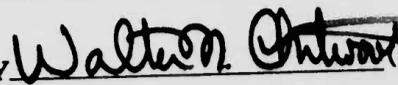
By: P. FRED K OBRECHT MANAGEMENT
CO.

By:  (SEAL)
George F. Obrecht,
General Partner

- Borrower -

Secured Party and
Assignor:

ANNE ARUNDEL COUNTY, MARYLAND

by  (SEAL)

- Issuer -

AJH/12-27-83
3485d

BOOK 473 PAGE 496

Mr. Clerk: Please return to:

Anilkumar J. Hoffberg, Esquire
Frank, Bernstein, Conaway &
Goldman
1300 Mercantile Bank & Trust
Building
2 Hopkins Plaza
Baltimore, Maryland 21201

EXHIBIT A

BOOK 473 PAGE 497

TO

FINANCING STATEMENT

BY

NEW RIDGE LIMITED PARTNERSHIP

BEING KNOWN AND DESIGNATED as Lot No. 3, as shown on a Plat entitled MYTYCH PROPERTIES which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 92, Folio 35.

BEING the same property which by Deed of even date hereof and recorded or intended to be recorded immediately prior hereto in the Land Records of Anne Arundel County, was conveyed by the Beneficiary herein unto the Grantor herein.

Mailed to:

Atlanta, Ga

252100

FINANCING STATEMENT

- 1. Name of Debtor: ARUNDEL VILLAGE ASSOCIATES
Address: Box 364
Millersville, Maryland 21108
- 2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
10 Light Street
Baltimore, Maryland 21202
- 3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 25, 1984 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

RECORD FEE 12.00
POSTAGE .50
#18660 C040 R01 T11:54
MAY 31 84

Debtor:

ARUNDEL VILLAGE ASSOCIATES, a
Maryland general partnership

By *Ernest J. Litty, Jr.*
Ernest J. Litty, Jr.
Managing Partner

Secured Party:

MARYLAND NATIONAL BANK

By *Margaret T. Everett*
Margaret T. Everett
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Kathleen M. Donahue

Mailed to:

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 MAY 31 AM 11:57

E. AUBREY COLLISON
CLERK

178 32

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point marking the intersection of the East side of Governor Ritchie Highway with the 8th or South 80°50' East 188.5 foot line of the conveyance from Howard M. Pumphrey to Thomas W. Pumphrey Jr. by Deed dated January 25, 1946 recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 353, folio 206; thence leaving said point of beginning so fixed and running with and binding along a portion of the East side of Governor Ritchie Highway as now surveyed with bearings referred to Anne Arundel County Grid North

- (1) North 02°40'07" East 377.37 feet to a point of curvature; thence
- (2) Northerly 80.00 feet along the arc of a curve deflecting to the right having a radius of 11459.16 feet and a chord of North 02°52'07" East 80.00 feet to a point of tangency and,
- (3) North 03°04'07" East 257.51 feet to intersect the 6th or North 80°09' West 309.5 foot line of the aforementioned conveyance; thence leaving said East side of said Governor Ritchie Highway and running reversely with and binding along a portion of the 6th line and all of the 5th line of the aforementioned conveyance as now surveyed,
- (4) South 86°08'13" East 300.42 feet, and
- (5) North 03°15'47" East 209.14 feet; thence running across a portion of the aforementioned conveyance
- (6) South 86°08'13" East 96.55 feet to intersect the 2nd or North 04°25'20" East 208.87 foot line of the conveyance from Mercantile Safe Deposit and Trust Company and Ruth Ellen P. Rambo to Anne Arundel County, Maryland by Deed dated December 13, 1968 recorded among the Land Records of Anne Arundel County, Maryland in Liber 2232, folio 342; thence running reversely with and binding along a portion of the 2nd and all of the 1st line of said last mentioned conveyance as now surveyed
- (7) South 03°47'57" West 206.12 feet, and
- (8) South 03°03'37" West 664.42 feet to intersect the 9th or North 86°20' East 1163.20 foot line of the aforementioned conveyance to Thomas W. Pumphrey, Jr.; thence running reversely with and binding along parts of the 8th and 9th line of said conveyance to Thomas W. Pumphrey, Jr. as now surveyed
- (9) South 80°10'47" West 216.71 feet, and
- (10) North 86°49'13" West 180.95 feet to the point of beginning.

Containing in all 6.789 acres of land, more or less.

BEING a portion of that land conveyed from Ruth Ellen Rambo et al to Mercantile Safe Deposit and Trust Company by Deed dated June 1, 1973 recorded among the Land Records of Anne Arundel County, Maryland in Liber 2645, folio 388.

Subject to the Deed of Easement and Agreement by and between Mercantile Safe Deposit and Trust Company et al and Anne Arundel County, Maryland recorded among the Land Records of Anne Arundel County, Maryland in Liber 2481, folio 304.

Further subject to an easement 20-feet in width for bicycle and pedestrian traffic as described in the conveyance from Mercantile Safe Deposit and Trust Company and Ruth Ellen P. Rambo to Anne Arundel County, Maryland by Deed dated December 13, 1968 recorded among the Land Records of Anne Arundel County, Maryland in Liber 2232, folio 342.

FINANCING STATEMENT

TO BE RECORDED AT:
SDAT - Financing Statement Records
Prince George's County - Financing
Statement Records
Prince George's County - Land Records
Anne Arundel County - Financing
Statement Records
Anne Arundel County - Land Records

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAMES AND ADDRESSES OF DEBTORS:

WALTER S. CZERWINSKI
c/o Service Plus, Inc.
P. O. Box 5
Brentwood, Maryland 20772

and

2929 Southaven Drive
Annapolis, Maryland 21401

SERVICE PLUS, INC.
P. O. Box 5
Brentwood, Maryland 20772

NEW ADDRESS OF DEBTORS:

4333 Bladensburg Road
Colmar Manor, Maryland 20722

2. NAME AND ADDRESS OF SECURED PARTY:

MAYOR AND TOWN COUNCIL OF
COLMAR MANOR
3701 Lawrence Street
Colmar Manor, Maryland 20722

3. NAME AND ADDRESS OF ASSIGNEE:

THE CITIZENS NATIONAL BANK
390 Main Street
Laurel, Maryland 20707
Attn: Martin A. Sharpless,
Vice President

4. This Financing Statement covers the following types (or items) of property:

(a) The interest of the Debtors in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever

RECEIVED FOR RECORD
PRINCE GEORGE'S COUNTY
1904 MAY 31 PM 12:31
E. AUDREY COLLISON
CLERK



RECORD FEE 30.00
POSTAGE .50
#18654 0040 R01 J12:27
MAY 31 84

300 50

(but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property owned by any tenants other than the Facility User, occupying all or any portion of the Real Property, as defined below) now or hereafter located or contained in or upon or attached to, the real property located in Colmar Manor, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon, and the real property located in Annapolis, Maryland, and more particularly described in Exhibit B attached hereto and made a part hereof, and the improvements thereon (all of such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtors or others, together with all Additions thereto (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real Property is also described in a certain Deed of Trust dated May 29, 1984 (the "Closing Date"), between the Borrower and Martin A. Sharpless and Donald E. Shaffrey, trustees (the "Deed of Trust"). The Borrower is a record owner of the Real Property.

(b) The interest of the Debtors in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtors in any and all payments, Proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtors in all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtors in and to, and remedies under, any and all leases and subleases including, without limitation, any lease between the Borrower and the Facility User of the Real Property or the Equipment Collateral, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all accounts and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(e) The interest of the Borrower in the Escrow Fund created under and defined in the Financing Agreement (hereinafter defined).

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Borrower to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and by the Debtors to the Secured Party under and pursuant to the Loan and Financing Agreement dated the Closing Date (the "Financing Agreement"), by and among the Secured Party, The Citizens National Bank, a national banking association, as Escrow Agent, the Debtors and the Assignee, as security for the loan made by the Secured Party to the Borrower under and pursuant to the Financing Agreement. Such security interest has been assigned by the Secured Party to the Assignee under the Financing Agreement as security for the Secured Party's Mayor and Town Council of Colmar Manor, Maryland Industrial Development Revenue Bond (Walter S. Czerwinski Project), 1984 Series (the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Secured Party, and does

not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

Walter S. Czerwinski
Walter S. Czerwinski
(the Borrower)

SERVICE PLUS, INC.
(the Facility User)

By Walter S. Czerwinski
Walter S. Czerwinski,
President

Secured Party:

MAYOR AND TOWN COUNCIL OF
COLMAR MANNOR

By Joseph S. Anthony
Joseph S. Anthony,
Mayor

Attest:

Elaine E. Johnson
Clerk-Treasurer of Mayor and
Town Council of Colmar Manor

Assignee:

THE CITIZENS NATIONAL BANK

By Martin A. Sharpless
Martin A. Sharpless,
Sr. Vice President

Mr. Clerk: Return to: Katherine L. Bishop, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

SUBJECT TO RECORDATION TAX ON A DEBT IN THE PRINCIPAL AMOUNT OF \$550,000. THE DEBTOR CERTIFIES THAT WITH THE FILING OF THIS FINANCING STATEMENT OR A DUPLICATE OF THIS FINANCING STATEMENT, RECORDATION TAX ON THE DEBT HAS BEEN PAID TO THE CLERK OF THE CIRCUIT COURT OF PRINCE GEORGE'S COUNTY.

BOOK 473 PAGE 504

EXHIBIT A

DESCRIPTION OF LAND

ALL those lots or parcels of land situate in the Second Election District of Prince George's County, State of Maryland, and more particularly described as follows:

Lots numbered Twenty-three (23) through Thirty-four (34), both inclusive, and Lots numbered Fifty-eight (58) through Sixty-nine (69), both inclusive, in the subdivision known as "LENOX", as per plat thereof recorded in Plat Book R.N.R. 2 at Plat 54, among the Land Records of Prince George's County, Maryland and being in Bladensburg (2nd) Election District.

Being the same land in Deeds: Liber 520, folio 174; Liber 4376, folio 398; Liber 4384, folio 618; Liber 4403, folio 472 and Liber 4775, folio 108.

EXHIBIT B

DESCRIPTION OF THE SOUTHAVEN DRIVE PROPERTY

SCHEDULE "A"

PROPERTY DESCRIPTION OF REVISED LOT 8
SOUTHAVEN
2ND DISTRICT, ANNE ARUNDEL, COUNTY, MARYLAND

BEGINNING for the same at a point located on the south side of Southaven Drive and at coordinate point number 217 as shown on a plat of Southaven recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 61, page 41; said point being further located at the northeastern corner of Lot 7B as shown on the above mentioned Plat; said point being further located at the westernmost corner of Lot 8 as shown on a Plat of Southaven recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 58, page 38;

THENCE running from the place of beginning so fixed and running along the said south side of Southaven Drive and with a curve to the left having a radius of 273.38 feet for an arc length of 43.39 feet to a point;

THENCE leaving said Southaven Drive and running with the outlines of Lot 8 as shown on the above mentioned plat recorded in Plat Book 58, page 38, South 55° 17' 59" East, 245.38 feet, North 80° 58' 01" East, 80.70 feet; North 29° 28' 01" East, 85.0 feet; South 50° 41' 59" East, 24.28 feet;

and South 60° 29' 50" East, 198.97 feet to intersect the shoreline of Broad Creek;

THENCE with the same and still continuing with the outlines of said Lot 8 as shown on the Plat recorded in Plat Book 58, page 38, South 31° 17' 35" West, 8.17 feet; South 12° 27' 54" West, 97.29 feet; South 07° 21' 09" East, 62.51 feet; South 16° 46' 58" East, 65.80 feet; South 23° 44' 58" East, 54.63 feet; South 31° 24' 19" East, 111.31 feet; South 39° 29' 40" East 117.92 feet; South 34° 49' 28" East, 140.09 feet; South 40° 48' 21" East, 212.70 feet; South 46° 30' 27" East, 107.52 feet; South 31° 32' 05" East, 51.62 feet; South 13° 05' 31" West, 44.15 feet to the shoreline of the South River;

THENCE with the same South 73° 10' 43" West, 44.92 feet; North 62° 14' 29" West, 64.41 feet; North 43° 46' 52" West, 66.48 feet; North 73° 32' 24" West, 45.88 feet; North 32° 31' 03" West, 94.87 feet; North 30° 32' 51" West, 70.83 feet; North 18° 26' 06" West, 37.95 feet; North 28° 36' 38" West, 162.89 feet; North 40° 14' 11" West, 51.09 feet; North 55° 50' 25" West, 67.68 feet; North 69° 01' 35" West, 64.26 feet; North 78° 09' 59" West, 107.28 feet; North 73° 09' 45" West, 79.40 feet and North 65° 53'

52" West, 58.48 feet to coordinate point number 251 as shown on the above mentioned Plat of Southaven recorded in Plat book 61, page 41;

THENCE leaving the shoreline of the South River and running through Lot 8 as shown on the above mentioned Plat of Southaven recorded in Plat Book 58, page 38; and also running with the outlines of Lot 7B as shown on the above mentioned Plat of Southaven recorded in Plat Book 61, page 41, reversely, North $05^{\circ} 51' 26''$ East, 121.22 feet to a point; and North $35^{\circ} 39' 49''$ West, 218.07 feet to intersect the North $14^{\circ} 42' 01''$ East, 297.90 foot line of Lot 8 as shown on the said Plat of Southaven recorded in Plat Book 58, page 38 as shown on the said Plat of Southaven recorded in Plat Book 58, page 38;

THENCE with part of said line, reversely, and still continuing with the outlines of Lot 7B as shown on the said Plat of Southaven recorded in Plat Book 61, page 41, North $14^{\circ} 42' 01''$ East, 57.22 feet to a point;

THENCE still continuing with the outlines of said Lot 7B, North $50^{\circ} 20' 46''$ West, 217.65 feet to the place of beginning;

CONTAINING 4.90 acres more or less and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in July, 1981 without the benefit of a field survey;

BEING all of the same property conveyed by Ronald A. Baradel, Trustee and Receiver, Earl Whitley and Roberta L. Whitley, his wife, a/k/a Roberta J. Whitley, to Walter S. Czerwinski by deed dated August 4, 1981 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3429, page 853, on August 7, 1981.

Mailed for

K L Bishop

4

BOOK 473 587

FINANCING STATEMENT

252101

- 1. Name of Debtor: DEBORAH I. KUBA
11946 Barrel Cooper Court
Reston, Virginia 22091
- 2. Name of Secured Party: FIRST MARYLAND SAVINGS & LOAN, INC.
1109 Spring Street
Suite 800
Silver Spring, Maryland 20910

3. Address of Property: Lot 30, Section 2
"BROADVIEW ESTATES"
2806 Broadview Terrace
Annapolis, Maryland 21401

RECORD FEE 11.00
 POSTAGE 50
 510387 C345 R01 113:38

4. This Financing Statement covers the following types (or items) of property: MAY 31 84

All machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or useable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Mortgagor in and to any equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement. It is understood and agreed that all Equipment is to be deemed part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this Financing Statement be deemed conclusively to be real estate and conveyed hereby. This Financing Statement shall also constitute a Security Agreement between Mortgagor, as Debtor, and Mortgagee, as Secured Party as to both chattel and fixture items of every type now or hereafter owned by Mortgagor and used or useable in conjunction with the said real estate, and the proceeds thereof, including but not limited to those types of items hereinabove itemized as constituting "Equipment".

5. This Financing Statement is not subject to a Recordation Tax.

Executed this 30 day of MAY, 1984.

Christina McNeil
 WITNESS

Deborah I. Kuba (SEAL)
 DEBORAH I. KUBA

After recordation, please return this document to:

Dacy, Richin & Myers
 8720 Georgia Avenue, Suite 205
 Silver Spring, Maryland 20910

DACY, RICHIN,
 MYERS & SUISSA
 ATTORNEYS AT LAW
 METROPOLITAN BUILDING
 8720 GEORGIA AVENUE, SUITE 205
 SILVER SPRING, MARYLAND 20910
 (301) 585-6677

Mailed to:

RECEIVED FOR RECORD
 CIRCUIT COURT, S.A. COUNTY

1984 MAY 31 PM 1:44

E. AUBREY COLLISON
 CLERK

KL
 CLERK

11-00
 56

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records
- 2. To Be Recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 M. Bruce Morgan 104 Roesler Road
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: Vickie Johnson Annapolis, Maryland 21401

RECORD FEE 11.00
 POSTAGE .50
 #18678 D040 R01 T13:30
 MAY 31 84

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

M. Bruce Morgan (Seal)
 M. Bruce Morgan
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
M. Faye Hughes (Seal)
 M. Faye Hughes-Branch Officer

 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.
 Form 207-95 ED 2/80

KL
 CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 MAY 31 PM 1:51
 E. AUBREY COLLISON
 CLERK

1100 5

BOOK 473 PAGE 509

SCHEDULE A

M. Bruce Morgan

THIS SCHEDULE A is attached to and made a part of a

Financing Statement

2-model PC2781 Dec Mate System, 2 VR2011 Black & White Monitor, 2 PC2711A
Keyboard, 1 Lal00PC Printer- From Digital Equipment Corp.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Hardin-Kight Associates, Inc. 7890 Solley Road
Glen Burnie, Maryland 21061

6. Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: Vickie Johnson Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE 11.00
 POSTAGE .50
 #18679 0040 R01 T13:31
 MAY 31 84

Hardin-Kight Associates, Inc. (Seal)
Stephen E. Kight (Seal)
 Stephen E. Kight - Pres. (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
M. Faye Hughes (Seal)
 M. Faye Hughes - Branch Officer
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1984 MAY 31 PM 1:51

E. AUBREY COLLISON
CLERK

KL
CLERK

11/23 50



National Mortgage
FUNDING CORPORATION

250102

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 473 PAGE 511

Name of Filing Officer

FINANCING STATEMENT 19743

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) MICHAEL K. HALEY & DEBRA JEAN HALEY,
HUSBAND AND WIFE
1523 WAMPANOAG DR., GLEN BURNIE, MD 21076

NAME and ADDRESS OF SECURED PARTY:

MATURITY DATE OF OBLIGATION:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

June 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, DISPOSAL, HEAT PUMP
WALL TO WALL CARPET

The above described items of property are affixed to a dwelling house located on:

1523 WAMPANOAG DR., GLEN BURNIE, MD 21076 County of ANNE ARUNDEL

For a more particular description of the property, reference is hereby made to a Deed of Trust dated May 25 1984 from MICHAEL K. HALEY & DEBRA JEAN HALEY, HUSBAND AND WIFE to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

Michael K. Haley
MICHAEL K. HALEY
Debra Jean Haley
DEBRA JEAN HALEY

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: *[Signature]*

1984 MAY 31 PM 3:44
CLERK



ACTIVITY FEE 12.00
NOTARIAL FEE .50
TOTAL 12.50
MAY 31 1984

Mailed to Secured Party

1250

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 473-512
252106

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TELE-AIM, INC. DBA MERRIMAN/AIM
Address 215 Najoles Road, Millersville, Maryland 21108

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Panasonic Copier, Model FP-3002
Serial Number FDB2101043

RECEIVED FROM RECORDS
CLERK COURT HOUSE
1984 JUN - 1 AM 10:04
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50
JUN 1 1984

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TELE-AIM, INC. DBA MERRIMAN/AIM

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

NATIONAL SURETY LEASING, INC.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

125
5

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 473 PAGE 513
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robinson Foods, Inc.
Address 490 Ritchie Highway Severna Park, MD 21146

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 2 - Micros #1220 Electronic Cash Registers S/N #307072-A #307143-A
- 2 - Micros Remote Printers S/N #3586 and S/N #2727
- 1 - Micros #1200 Master Communication Kit

EQUIPMENT LOCATION: 5668 Baltimore National Pike
Baltimore, MD 21228

E. AUBREY COLLISON
CLERK

1984 JUN -1 AM 10:04

RECEIVED FOR RECORDING
CLERK COUNTY, BALTIMORE

CHECK THE LINES WHICH APPLY

KL
CLERK

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robinson Foods, Inc.

By: [Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

National Surety Leasing, Inc.

By: [Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORDED
11-00
50
MAILED TO SECURED PARTY
JUN 1 1984

STATE OF MARYLAND

Anne Arundel County

BOOK 473 PAGE 514

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249935

RECORDED IN LIBER _____ FOLIO _____ ON 11/25/83 (DATE)

1. DEBTOR

Name UNITED PRESS INTERNATIONAL, INC.
Address 200 E. 42nd Street, New York, NY 10017

2. SECURED PARTY

Name FOOTHILL CAPITAL CORPORATION
Address 9911 W. Pico Blvd., #B-1, Los Angeles, CA 90035

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)
Amendment

Amend to reflect change of Debtor's address of Chief Executive Office to read as follows:

750 Old Hickory Boulevard
Brentwood Commons
Brentwood, TN 37027

CHECKED IN RECORDS SECTION

1984 JUN - 1 AM 10: 21

E. AUBREY COLLISON
CLERK

RECEIVED JUN 1 1984

Mailed to Secured Party

UNITED PRESS INTERNATIONAL, INC.

By *[Signature]*

Dated 4.22.84

By *[Signature]*
(Signature of Secured Party)

FOOTHILL CAPITAL CORPORATION
Type or Print Above Name on Above Line

1050

CALIFORNIA LENDERS' AND ATTORNEYS' SERVICES
1213 K STREET, SUITE 107
SACRAMENTO, CA 95814

Mailed to:

STATE OF MARYLAND

BOOK 473 PAGE 515
Identifying File No.

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPED OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 4/30/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252138

1. DEBTOR

Name Arthur A & Jeanette Guzzi

Address Mears Point Marina Grasonville, Maryland

2. SECURED PARTY

Name Manufacturers Hanover Financial Services of NJ, Inc.

Address Rt 73 & Greentree Rd Suite 103 Marlton, NJ 08053

Person And Address To Whom Statement Is To Be Returned If Different From Above.

MHFS 410 Severn Ave Suite 313 Annapolis, Md 21403

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1984 Silverton 40'
Hull #STN40148M84H-40A-C

E. AUDREY COLLISON
CLERK

1984 JUN - 1 AM 10:21

RECEIVED FOR RECORDING
CREDIT COURT, BALTIMORE COUNTY

RECORD FEE 12.00
POSTAGE 50
JUN 1 1984

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Arthur A. Guzzi
(Signature of Debtor)

Arthur A. Guzzi
Type or Print Above Name on Above Line

Jeanette Guzzi
(Signature of Debtor)

Jeanette Guzzi
Type or Print Above Signature on Above Line

A Cook
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to Secured Party

1250

BOOK 473 516

232109

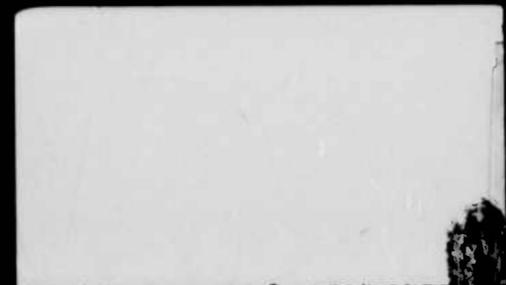
Clerk of the Circuit Ct. - Ann-Arundel Co.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		Identifying File No.
		Maturity Date (if any)
Debtor(s) Name(s) - (Type or Print - Last Name First)	Debtor(s) Complete Address(es)	
Kane Delivery LTD	1931 Lincoln Drive Annapolis, Maryland 21401	
Secured Party, and Address (Type or Print Name)	Assignee of Secured Party, and Address	
C.I.T. Financial Services Corporation 1949 Marlton Pike - P.O. Box 2570 Cherry Hill, NJ 08003	C.I.T. FINANCIAL SERVICES CORPORATION Not applicable	
This Financing Statement covers the following types (or items) of property: (Describe fully, giving Year and Make, Model, Motor or Serial No., etc.)		
<ul style="list-style-type: none"> 7 EZ-1 Phase II Electronic Key Telephones 1 12 x 24 Key Service Unit 2 4 Channel Station Cards 6 2 Channel C O Cards 3 25' Basecords <p>All cable and labor necessary for installation. Hook-up Music on Hold and customer provided answering machine.</p>		
Proceeds of collateral, in any form whatsoever and however resulting, are also covered.		
The underlying secured transaction being publicized by this financing statement is (), is not (X), (check which) subject to recordation tax imposed by Article 81 Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of initial principal debt is \$ _____ Lease purchase agreement.		
This statement is to be returned, after recordation, to Assignee of Secured Party at its above address.		
Signatures (Type or Print Names Clearly Below All Signatures)		
C.I.T. FINANCIAL SERVICES CORPORATION (Assignee of Secured Party)	Kane Delivery LTD	
<i>Jacqueline J. Valerio</i> Jacqueline J. Valerio (Authorized Agent) Service Asst.	} Debtor(s)	
	<i>Harry J. Kane</i> Harry J. Kane <i>One</i> (If Corporation, have signed by President, Vice-President, or Treasurer, and give official Title; if Owner or Partner, state which)	

1981 JUN - 1 AM 10:21
KLEIN
CLERK
M. E. AUBREY COLLISON
CLERK

11.00
50
102 110110
JUN 1 08

Mailed to Secured Party 11/50



RECEIVED FROM RECORDS
CIRCUIT COURT BALTIMORE COUNTY
1984 JUN -1 AM 10:21
CLERK
E. AUDREY COLLISON

BOOK 472 PAGE 517

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

....., 19 May 4, 19 84

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 230,498 in Office of Baltimore AN & MD
(Filing Office) (County and State)

Debtor or Debtors (name and Address):

Debbie Bull
466 Beaver Ave
Beltsville MD 21115

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By [Signature]
Its Branch Office Manager

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
102 PRINCE ST.
BALTIMORE, MD. 21201

REGULAR FEE 10.00
MORTGAGE 50
RECORD COST MD 10012
TAX 1.00

Mailed to Secured Party

841153

E. AUBREY COLLISON
CLERK

1984 JUN - 1 AM 10:21

RECEIVED FOR RECORD
CLERK COURT HOUSE COUNTY



BOOK 473 PAGE 518

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

....., 19 84

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 245411 in Office of Karrin Moore
Holt 450 page 08 (Filing Officer) Anne Alexander, Esq.
Debtor or Debtors (name and Address): David R. Brubins + Phillipa K. Brubins
9916 Ford Knoll Drive
Baltimore MD 21286
(County and State)

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By [Signature]
Its Branch Office Manager

838401
mailed to Secured Party

SEARCHED INDEXED
SERIALIZED FILED
JUN 1 1984
FBI - BALTIMORE

SEARCHED INDEXED
SERIALIZED FILED
JUN 1 1984
FBI - BALTIMORE

1072

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... May 3, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 84-1198 in Office of W. W. SIMONE AN & MD.
(Filing Office) (County and State)

Debtor or Debtors (name and Address):
Myron J. Henjella
1021 W. Glen Road
4401 Burke Rd. 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party

By W. A. Stevens
Its Branch Office Manager

Mailed to Secured Party

854916

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE
1984 JUN -1 AM 10:21
E. AUBREY COLLISON
CLERK



BOOK 473 PAGE 519

1052

84139

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

May 19, 1984

REGISTRATION FEE 10.00
NOTARIAL FEE .50

Mailed to Secured Party

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 8991089 in Office of LARRIMORE M. De M. P.
Debtor or Debtors (name and Address): LIBOR HOLDINGS, INC. 5391
LARRY P. SMITH, Manager Smith
8430 NEW CUTE RD
SEVERED MD 21444
(Filing Office) (County and State)

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By: [Signature] Its Branch Office Manager

RECEIVED FILE RECORDS
CLERK COUNTY
1984 JUN - 1 AM 10: 21
E. AUBREY COLLISON
CLERK

BOOK 473 PAGE 520

1452

RECEIVED FROM RECORDS
CLERK
1984 JUN - 1 AM 10: 21
E. AUBREY COLLISON
CLERK

BOOK 473 PAGE 521



STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

May 8, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 240856 in Office of AMMOR (Filing Officer) AA Co MD (County and State)

Debtor or Debtors (name and Address):

LIBR 445 DUNE US
Michael S. KIRKBRITH JR
4414 PHOENIX RD
PRESNORVA MD 21098

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By MA Wince
Its Branch Office Manager

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
12300 WOODBINE BLVD
GREENBELT, MD 21061

Mailed to Secured Party

RECORD FEE 10.00
STAMP FEE .50

FORMS COST NO. 710114

JUN 1 04

1050

\$50500

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 243058 in Office of *L. D. Rimmell* AA Co MD (County and State)
(Filing Office)

Debtor or Debtors (name and Address):

*James M. Hennessy
1984's Daring Ave.
PASHAMA MD 21220*

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party

By *DA Weaver (Antiquary)*
Its Branch Office Manager

Mailed to Secured Party

RECEIVED FEE 10.00
POSTAGE 50
MAY 29 1984
FBI - BALTIMORE

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE
1984 JUN -1 AM 10:21
E. AUBREY COLLISON
CLERK

BOOK 473 PAGE 522



1052

HOUSEHOLD FINANCE CORPORATION
AND SUCCESSORS
1000 N. WASHINGTON AVE.
BALTIMORE, MD 21201

8410325

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

May 9 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 841100 in Office of Caroline Anne Howard Co.
Debtor or Debtors (name and Address): Liber 446 Page 6 Robert B + Doris R. Loyd
100 HERBERT DR.
GARDEN BURME MD 21061

RECORD FEE 10.00
POSTAGE 50
TOTAL 10.50
MAY 11 1984

BOOK 473 523

RECEIVED FOR RECORD
CLERK J. F. COLLISON
1984 JUN -1 AM 10:21
CLERK E. AUDREY COLLISON

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party
By: [Signature] Its Branch Office Manager

HENDERSON FINANCE CORPORATION
10000 WOODWAY SQUARE
GREENBELT, MD. 21051

10-2

252200

BOOK 473 PAGE 524

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 25, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Francis M. Lephew and Joyce A. Lephew
Wayson's Mobile Court
Address P.O. Box 310-B Lothian, Maryland 20711

2. SECURED PARTY

Name MARYLAND BANK AND TRUST COMPANY
Address 21 Shangri-La Drive South
Lexington Park, Maryland 20653

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 1, 1999

4. This financing statement covers the following types (or items) of property: (list)

Mobile Home Unit: Marlette Expando 1436 Serial No 400758

RECORDING FEE 12.00
NOTARIAL FEE .50
TOTAL \$12.50
JUN 1 1984

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Lot 310-B Wayson's Mobile Court
Lothian, Maryland
Anne Arundel County

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Francis M. Lephew
(Signature of Debtor)

Francis M. Lephew
Type or Print Above Signature on Above Line

Joyce A. Lephew
(Signature of Debtor)

Joyce A. Lephew
Type or Print Above Signature on Above Line

MARYLAND BANK

AND TRUST COMPANY

J. Alfred Abell
(Signature of Secured Party)

J. Alfred Abell, Assist. Vice Pres.
Type or Print Above Name on Above Line

Mailed to Secured Party

1250

E. AUBREY COLLISON
CLERK

1984 JUN - 1 AM 10:30

RECEIVED FOR RECORD
ANN ARUNDEL COUNTY

KL
CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 202201

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sea Shelter Corp.
Address 79 West St., Annapolis, MD 21401

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street, Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 Present Yacht 35' Sundeck serial PYZ35I25MC84H
Single Diesel Perkins 135 HP
Ritchie 5" Chrome Compass RITD515-E
Datamarine Depthsounder LX200
Si Tex Loran C Model 767C
Horizon USA VHF
AM/FM
Television

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORDING FEE 11.00
SEARCHED 11:22
JUN 1 84

Kenneth Ellis
(Signature of Debtor)

Kenneth Ellis, Pres., Sea Shelter Corp.
Type or Print Above Name on Above Line

Carla G. Lounsbury
(Signature of Debtor)

Carla G. Lounsbury, V.P. & Treas.,
Type or Print Above Signature on Above Line
Sea Shelter Corp.

Joseph M. Durant
(Signature of Secured Party)

Joseph M. Durant
Type or Print Above Signature on Above Line

Mailed to Secured Party

1984 JUN - 1 AM 10:30
 RECEIVED FOR RECORD
 CLERK
 E. AUDREY COLLISON
 CLERK

11 TAA

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 252202

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vincent L. Ryan & Virigina L. Ryan

Address 1714 S. Harbor La., Annapolis, MD 21401

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River Street, Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1978 Gulfstar, Customer 40' serial GSS040170777

Single Diesel Perkins 4-108 FWC

- | | |
|-------------------------------|-------------------------|
| 120 V Shore Power | Digital Wind Speed |
| 3 Heavy Duty Marine Batteries | Apparent Wind Direction |
| 9 Sails | Ray Jefferson 6140RDF |
| Digital Depth Sounder w/Alarm | SRD Labs CLX Loran |
| Digital Boat Speed | Unimetrics 108-Channel |
| Distance Log | VHF Radio |

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Vincent L. Ryan
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Virginia L. Ryan
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

"NOT SUBJECT TO RECORDATION TAX"

RECORDING FEE 12.00
RECEIVED FOR THE 11/10/84
JUN 1 84



1984 JUN - 1 AM 10:30
E AUBREY COLLISON
CLERK

Mailed to Secured Party

12 709

252203

Debtor or Assignor Form

FINANCING STATEMENT

MD 5/27/84 12.00

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Robert B. Goodson t/a
Bruce Roberts

35 Bellview Dr.
Severna Park, MD 21146

Secured Party

Address

Assignee:

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
 All accounts, inventory, and equipment now owned and all accounts, inventory and equipment hereafter acquired by Borrower and all proceeds (cash and non-cash) of such accounts, inventory and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 12.00
 POSTAGE .50

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

#18772 0345 R01 T10:46
JUN 1 84

Debtor (or Assignor)
Robert B. Goodson t/a
Bruce Roberts

Secured Party (or Assignee)
FARMERS NATIONAL
BANK OF MARYLAND

[Signature]

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

RECEIVED FOR RECORD
 CLERK
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 JUN -1 AM 10:49
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

12.00
150

Demand

BOOK 473 PAGE 528

252204

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____



ANNE ARUNDEL COUNTY
 CLERK OF THE COURT
 1984 JUN - 1 AM 11:09
 E. AUBREY COLLISON
 CLERK

5. Debtor(s) Name(s) Address(es)
 Jeffrey B. Cheuvront 7961 Catherine Avenue
 Deborah L. Cheuvront Pasadena, Maryland 21122
 Jointly and trading as
 Tidewater Tackle

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Teresa A. Gilson Baltimore, Maryland 21201
 Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 Jeffrey B. Cheuvront (Seal)
 Deborah L. Cheuvront (Seal)
 Jointly and trading as Tidewater Tackle

RECORD FEE 13.00
 POSTAGE .50
 RECEIVED JUN 1 11:59 AM '84

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

13.50

ANNE ARUNDEL COUNTY
 CLERK OF THE COURT
 100 S. CHARLES STREET
 BALTIMORE, MARYLAND 21201

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Herbert L. Dickerson and Juana A. Dickerson, Individually and
as partners T/A D SOUND GAP
691 Old Mill Plaza, Millersville,
Anne Arundel County, Maryland 21108

2. NAME AND ADDRESS OF SECURED PARTY:

Small Business Administration (an Agency of the U.S. Government)
630 Oxford Bldg., 8600 LaSalle Road, Towson, Maryland 21204

RECORD FEE 13.00

POSTAGE .50

#18857 0345 R01 T07:16
JUN 4 84

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter
acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with
respect to the premises located at _____,
_____ , and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with
attachments, accessories, etc.
-

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A.5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ N/A.DEBTOR:

Herbert L. Dickerson & Juana A. Dickerson,
Individually and as partners
T/A D SOUND GAP

Herbert L. Dickerson (SEAL)
Herbert L. Dickerson

Juana A. Dickerson (SEAL)
Juana A. Dickerson

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUN -4 AM 9:20
E. AUBREY COLLISON
CLERK

AFTER RECORDATION RETURN TO:

Small Business Administration
630 Oxford Bldg.
8600 LaSalle Road
Towson, Maryland 21204

Mailed to: _____

1300

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 77 Page No. 561
Identification No. 39336 Dated Nov. 29, 1966

1. Debtor(s) { Harold Raymond West and Eleanor Murray West, his wife
Name or Names--Print or Type
8920 Victory Lane, Rockville, Maryland
Address--Street No., City - County State Zip Code

2. Secured Party { Colonial Life Insurance Company
Name or Names--Print or Type
7801 York Road Baltimore, Maryland 21204
Address--Street No., City - County State Zip Code

3. Maturity Date (if any) November 1, 1991

RECORD FEE 10.00
POSTAGE 50
#18870 C345 R01 11:22
JUN 4 84

4. Check Applicable Statement:

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)

1984 JUN -4 AM 11:25
RECEIVED FOR RECORD
CINCINNATI, OHIO
E. AUBREY COLLISON
CLERK



Dated: May 16, 1984 Colonial Life Insurance Company
Name of Secured Party
Ronald H. Emery
Signature of Secured Party
Ronald H. Emery, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to Secured Party

10.60
50

0308007

BOOK 473 PAGE 531

270213

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 36,000.00

To be Recorded in Land Records (For Fixtures Only).

KL
CLERK

Name of Debtor

Address

Kelly Vending, Inc.

300 Legion Ave.
Annapolis, MD 21401

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUN -4 PM 1:31
E. AUBREY COLLISON
CLERK

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral): All inventory and accounts both now owned and hereafter acquired together with all cash and non cash proceeds thereof. All equipment and fixtures both now owned and hereafter acquired together with all accessories, parts, tools and additions now and hereafter affixed thereto or used in connection therewith, all replacements and substitutions and all cash and non cash proceeds thereof.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3. Proceeds } of the collateral are also specifically covered.
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Kelly Vending, Inc.
Robert L. Sauls
by Robert L. Sauls, Pres.

FARMERS NATIONAL
BANK OF MARYLAND

RECORD FEE 11.00
RECORD TAX 202.00
POSTAGE 50
50108 1053-102 113028
JUN 4 84

BY *Nathan G. Leventhal*
Nathan G. Leventhal, Ass't Vice Pres.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

BOOK 473 246-532

200212

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Hunt Reporting Co., Inc.
Address: 476 S. Ritchie Highway
Severna Park, Md. 21146

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~8701 Georgia Avenue~~
~~XXXXXX Severna Park, Md. 21146~~
601 Ritchie Highway
Severna Park, Md. 21146

3. This Financing Statement covers the following types (or items) of property:
- All present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.
 - All inventory now owned and hereafter acquired.
 - All equipment and supplies, including all present and future additions, attachments, accessions, substitutions and replacements, including but not limited to: 1 Advocat II Recorder # 141256, 1 Lanier Advocat II D Transcriber limited to: 1 Advocat II Recorder # 141256, 1 Lanier Advocat II D Transcriber # 152619

4. Check the statements which apply, if any, and supply the information indicated: # 152619

1984 JUN -5 AM 9:07
RECEIVED
CLERK
E. AUBREY COLLISON
CLERK

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
POSTAGE 50
RECORDING FEE 102.10
TAX 05.00

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): HUNT REPORTING CO., INC.
Geoffrey L. Hunt
Geoffrey L. Hunt, President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Ronald P. Warrick*
Ronald P. Warrick, Branch Manager
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

11/50

FINANCING STATEMENT

272215

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Melvin Hyatt 20, 22, and 24 Market Space
 Maurice Freedlander Annapolis, Maryland 21401
 Ruth R. Hyatt

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: Barbara A. Wykowski Baltimore, Maryland 21201
(Type name & title)
 Asst. Corporate Banking Officer

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 Melvin Hyatt (Seal) Ruth R. Hyatt (Seal)
 Maurice Freedlander (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

E. ADRIAN COLLISON
CLERK

1984 JUN - 5 AM 10:08

Form 609 (7-82)

KL
CLERK

Mailed to Secured Party

1370
5

SCHEDULE A

BOOK 473 PAGE 534

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Corporation, and Melvin Hyatt, Maurice Freedlander and Ruth R. Hyatt

Section G. Continued (Collateral)

All right, title and interest, now and hereafter existing, in and to the Beer, Wine and Liquor Class B #-4.X.a. License issued by the Anne Arundel County Liquor Board with respect to the business premises known as Dockside Annapolis Inc. and located at 20, 22, and 24 Market Space, Annapolis, Anne Arundel County, Maryland 21401; together with all extensions and renewals thereof, and all proceeds (both cash and non-cash) and products.

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Melvin Hyatt 18 Market Space
 Annapolis, Maryland 21401

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: Barbara A. Wykowski Baltimore, Maryland 21201
(Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 Melvin Hyatt (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

E. AUBREY COLLISON
 CLERK

1984 JUN -5 AM 10:08

RECEIVED FOR RECORD
 CLERK COUNTY



Mailed to Secured Party

1150

SCHEDULE A

STPK 473 PAR: 536

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Corporation and Melvin Hyatt

Section G. Collateral Contined

All right, title and interest, now and hereafter existing, in and to a certain Lease, by and between Herman Zeller and Fay H. Zeller (Lessor) and Melvin Hyatt (Lessee) dated January 10, 1983, together with all moneys due or to become due thereunder, and all cash and non-cash proceeds and products thereof.

BOOK 473 PAGE 537

200017

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

L. C. Parker Fuel Co. Inc.
7470 Rail Road Avenue
Hanover, Md. 21077

2. Secured Party(ies) Address(es) And Name(s):

John C. Louis Co. Inc.
1805 Cherry Hill Road
Baltimore, Md. 21230

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00
POSTAGE 50
#18785 0345 R01 T09-22

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

One Beck Trailer USED Model EL19 P-1261

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107
JUN 05 84

WE ARE NOT SUBJECT TO RECORDATION TAX

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

L. C. Parker Fuel Co. Inc.

John C. Louis Company, Inc.

By Leonard C. Parker
Leonard C. Parker
President
(2) Filing Officer Copy — Alphabetical

By W. S. Davison
W. S. Davison
Secured Party(ies) [or Assignee(s)]
President

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

KL
CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUN -5 AM 10:13

E. AUBREY COLLISON
CLERK

11:00
11:50

BOOK 473 PAGE 538

250013

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es): L. C. Parker Fuel Co. Inc. 7470 Rail Road Avenue Hanover, Md. 21077	2. Secured Party(ies) Address(es) And Name(s): John C. Louis Company, Inc. 1805 Cherry Hill Road Baltimore, Md. 21230	4. For Filing Officer: Date, Time, File No., Filing Office:
--	--	---

RECORD FEE 11.00
POSTAGE .50

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

One Clark Bob Cat Model M743 17598
One 6547709 Flotation tires
One 6558301 60" Bucket w/teeth

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107
JUN 05 84

WE ARE NOT SUBJECT TO RECORDATION TAX

DEBT EXCEEDS \$200.00
 Proceeds of the collateral are also covered.
Filed with: Sec. of State Filing Office of _____ County/City

6. The described crops are growing or to be grown on the real property described in Item 7.
 The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:
L. C. Parker Fuel Co. Inc. John C. Louis Company, Inc.

By Leonard C. Parker Debtor(s) [or Assignor(2)] By W. S. Davison Secured Party(ies) [or Assignee(s)]
President President

(2) Filing Officer Copy - Alphabetical FINANCING STATEMENT THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. FORM UCC 1

KL CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUN -5 AM 10:13

E. AUBREY COLLISON
CLERK

11.00
50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)
--

Secured Party
 NAME: AVCO FINANCIAL SERVICES
 ADDRESS: PO BOX 997
 CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
ARNOLD SHORTER	05-07-84
815 GEIS CIRCLE	ACCOUNT NO. TAB
GLEN BURNIE MARYLAND	240500535 35

Filed with CLERK OF CRT AA COUNTY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECEIVED FROM RECORDS
 CLERK OF CRT AA COUNTY
 1984 JUN -5 AM 10:13
 E. AUBREY COLLISON
 CLERK



RECORD FEE 11.00
 RECORD TAX 14.00
 POSTAGE .50
 JUN 05 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
 FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2294.00

BY Richard Bulist Richard Bulist Richard Bulist
 TITLE PROPERTY MGR ARNOLD SHORTER ARNOLD SHORTER DEBTOR
 DEBTOR

ORIGINAL - FILING OFFICER COPY

Mailed to Secured Party
 11.00
 14.00
 50

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code: 250000

1. DEBTOR: Ferguson Trenching Co., Inc.
(Name or Names)
123 Revell Highway Annapolis, MD. 21401
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P.O. Box 1077 Baltimore, MD. 21203
Attn: Commercial Finance (Address)
Dept. 7G2353

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:
One (1) New Mack dump truck s/n 686SX with Benson dump body

RECORD FEE 11.00
POSTAGE .50
#18794 C345 R01 T09:46
JUN 05 84

5. The above described goods are affixed to, or are to be affixed to the following described real estate:



RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 JUN -5 AM 10:13
E. AUBREY COLLISON
CLERK

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
Ferguson Trenching Co., Inc.
By: [Signature] V.P.
(Title)
Steve L. Ferguson
(Type or print name of person signing)

SECURED PARTY:
Union Trust Company of Maryland
By: [Signature] VP
John S. Tuccitto, VP
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Mailed to Secured Party

Return To: Union Trust Company of Maryland, Commercial Finance Division Dept. 7G2353
P.O. Box 1077 Baltimore, Maryland 21203

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert W. Childs

Address 913 Blueridge Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Control Data Business Centers, Inc.

Address 22 W. Padonia Road, Suite C-152, Timonium, Maryland 21093

3. ASSIGNEE

Name _____

Address _____
(Address to whom statement is to be returned)

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)

One Used International Harvester Model 2400A Loader with Canopy,
Serial Number - 101036
One New Emco Grade Box, Serial Number - None

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

KL
CLERK

1984 JUN -5 PM 1:45
E. AUDREY COLLISON
CLERK

By: [Signature]
(Signature of Debtor)

Control Data Business Centers, Inc.

By: [Signature]
(Signature of Secured Party)

Robert W. Childs, Sole Proprietor
Type or Print Above Signature on Above Line

William C. Benner, Operations Manager
Type or Print Above Name on Above Line

Mailed to Secured Party

//-

Anne Arundel County

Filing Fee: \$11.50

Recordation: \$84.00

BOOK 473 PAGE 542

252322

File No. _____
Record Reference:
Liber. _____ Folio. _____

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$ 11,734.05

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
COLUMBIA GROUNDS MANAGEMENT, INC.	P.O. Box 446, Jessup, Maryland 20794

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

All equipment now owned or hereafter acquired specifically including:

FOUR (4) NEW 36" Bobcat Handmowers, serial numbers #10605, #10451, #10598, #10601

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

X Proceeds)
Products) of the collateral are also specifically covered.

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
---------------	---------------------------------

COLUMBIA GROUNDS MANAGEMENT, INC.	THE CITIZENS NATIONAL BANK
-----------------------------------	----------------------------

By: John A. McDonald, vice president

By: J. Edward Harrison, V. P.

By: _____

Type or print all names and titles under signatures.

E ALBERTY COLLISON
CLERK

1980 JUN - 5 PM 1:45

RECEIVED FOR RECORD
ANN ARUNDEL COUNTY



RECORD FEE \$84.00
FILING FEE \$11.50
POSTAGE \$0.50
TOTAL \$96.00
JUN 5 1980

Mailed to Secured Party

11 -
80 2125

BOOK 473 PAGE 543

252223

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Kenneth Paul Burns

8347 Woodland Road.
Pasadena Maryland

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address:
6704 Curtis Court. Glen Burnie 21061

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Mercury 120 H/P no 5983374
Trailer Shoreline galn 1Yr006221RY033250

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Kenneth P. Burns

First National Bank of Maryland

Kenneth P. Burns

BY Nancy L. Whititt

FNB 0850-A

Type or print names under signatures

Mailed to Secured Party

11/25

11-25

1984 JUN -5 PM 1:45
E. ADAM Y. COLLISON
CLERK



RECORD FEE 13-00
POSTAGE 30
JUN 15 84

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 5/1/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BEAR AUTOMOTIVE MID ATLANTIC CORP

Address 150 A PENNS CT GREEN BUCKLE MD 21061

2. SECURED PARTY

Name AMERICAN EQUIPMENT LEASING CO INC

Address 6 LK A PENNS STS

REHOBOTH BEACH PA 19602

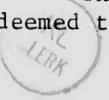
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 LANIER HOSHIBA PHONE SYSTEM
- 1 SHARP Copier

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.



RECEIVED FOR RECORD
CHOCOM LIGHT, A.A. COUNTY
1984 JUN -5 PM 2:02
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bear Automotive Mid Atlantic Corp.

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

Dawn C. McCoy, Adm Asst.
(Signature of Secured Party)

Dawn C. McCoy
Type or Print Above Name on Above Line

Mailed to Secured Party

11/5

RECORDING FEE 11.00
POSTAGE 50
RECORDING COST 113.50
JUN 05 84

BOOK 473 PAGE 545

This STATEMENT is presented to a Filing Officer for filing pursuant to the UNIFORM COMMERCIAL CODE

#17795

1. Debtor(s) (Last Name First) and Address(es): Michael D. Wilson Pamela M. Wilson 1650 Eton Way Crofton, Maryland 21114	2. Secured Party: CIT Financial Services, Inc. Address: 7310 Ritchie Hwy, Suite 203 P.O. Box 250 Glen Burnie, Maryland 21061	3. For Filing Officer: Date, Time, No. — Filing Office
--	--	--

4. This Statement Refers to Original Financing Statement No. #243185 Filed (date) July 2, 1981
with Anne Arundel County Liber WGL No. 451, folio 239

5. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the Collateral described below.
 D. Assignment The Secured Party of record has assigned Secured Party's rights in the property described below: under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended by adding the following types or items of Collateral:

Secured Party: CIT Financial Services, Inc.
(Company Name)

By N. J. Sauser - Manager Agent

Signature(s) of Debtor(s) (only on amendment)

This instrument prepared by above Agent at Secured Party's address.

82-963A (10-67)

(1) FILING OFFICER COPY - ALPHABETICAL

RECEIVED FOR RECORD
CINCE / DEPT. A.A. COUNTY
1984 JUN -5 PM 2:03
E. AUDREY COLLISON
CLERK



Mailed to Secured Party

10/2

239985

A.A.Co. #17917

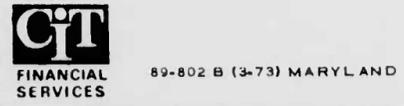
FINANCING STATEMENT

NAME AND ADDRESS OF DEBTOR(S) John G. Cordle Irene V. Cordle Rt. 2, Box 137 Severna Park, Maryland 21146	SECURED PARTY: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 7310 Ritchie Hwy, Suite 203 P.O. Box 250 Glen Burnie, Maryland 21061
---	--

This FINANCING STATEMENT, presented for filing pursuant to the Uniform Commercial Code, covers the following types (or items) of property: Check proper box <input checked="" type="checkbox"/> All of the household goods now or hereafter located at Debtor's address shown above. <input type="checkbox"/> Motor Vehicles. <input type="checkbox"/> Other (describe).	FOR FILING OFFICER (Date, Time, Number, and Filing Office)
--	---

The underlying secured transaction being publicized by this financing statement is subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. The amount of initial principal debt is \$ 2192.05.

SECURED PARTY: C.I.T. FINANCIAL SERVICES, INC. By: <u>[Signature]</u> (Authorized Agent)	DEBTORS: <u>[Signature]</u> John G. Cordle <u>[Signature]</u> Irene V. Cordle n/a
--	---



\$26.50

KL CLERK

1984 JUN -5 PM 2:03
 E. AUBREY COLLISON
 CLERK

RECEIVED FOR RECORD
 CHURCH & DWIGHT A.A. COUNTY

Mailed to Secured Party

12-
17/5

BOOK 473 PAGE 547

252826

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Tobin Corporation
 Address: 865 Annapolis Road
 Gambrills, Md. 21054

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
 Address: ~~8701 Georgia Avenue~~
~~Silver Spring, Maryland 20910~~
 7984 Crain Highway
 Glen Burnie, Md. 21061

3. This Financing Statement covers the following types (or items) of property:

1980 Saab Serial# 90802008722

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
- The above-described goods are affixed or to be affixed to:

E. AUDREY COLLISON
CLERK

1984 JUN -5 PM 2:03

RECEIVED FOR RECORD
COUNTY CLERK
A.A. COUNTY

KL
CLERK

RECORDED
POSTAGE
1984 JUN 11 11:35 AM 1984

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): Tobin Corporation
Joseph R. Tobin
 Joseph R. Tobin, President
 Carol A. Tobin, Secretary
Carol A. Tobin

Secured Party:
 1st AMERICAN BANK OF MARYLAND
 By: *Jeanette C. Bonadio*
 Jeanette C. Bonadio-Branch Manager
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

1350

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Martens Subaru of Annapolis
Address 240 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name The Reynolds & Reynolds Company
Address P.O. Box 2608, Dayton, OH 45401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Reynolds & Reynolds VIM/NET Computer, model 9100, consisting of one (1) central processor, one (1) magnetic tape cartridge unit, and user ports. Application software includes: accounting, payroll, parts inventory I Terminals include: two (2) TI-820, one (1) TI-743, one (1) VA-212-LC Modem

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Martens Subaru of Annapolis by the Reynolds & Reynolds Company as attorney in fact pursuant to signed agreement.

Jenny Clawson, Ass't Mgr., Contract Adm.
(Signature of Debtor)

Jenny Clawson, Ass't Mgr., Contract Adm
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Reynolds and Reynolds Company

Jenny Clawson, Ass't Mgr., Contract Adm
(Signature of Secured Party)

Jenny Clawson, Ass't Mgr., Contract Adm
Type or Print Above Signature on Above Line

Mailed to Secured Party

KL CLERK
E. ADRIAN COLLISON
CLERK
1981 JUN - 5 PM 2:03

11/25/81

RECORD FEE 11.00
POSTAGE .50
RECORD COST 100.713456
JUN 05 81

STATE OF MARYLAND

BOOK 473 PAGE 540

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

232203

1. DEBTOR

Name GARY WALKER AND LINDA B WALKER
Address 402 B RISTIN HEIGHTS, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 12, 1984

4. This financing statement covers the following types (or items) of property: (list)

2 Color Television Sets, 1 Stereo, 1 Maytag Washer, 1 Freezer, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECEIVED FOR RECORD
CHESBROUGH COUNTY
1984 JUN -5 PM 2:03
E. AUDREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE 1.00
TOTAL 13.00
JUN 25 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Gary Walker
(Signature of Debtor)

Gary Walker
Type or Print Above Name on Above Line

Linda B. Walker
(Signature of Debtor)

Linda B. Walker
Type or Print Above Signature on Above Line

Douglas M. Smith
(Signature of Secured Party)

Douglas M. Smith
Type or Print Above Signature on Above Line

12-25

BOOK 473 PAGE 550

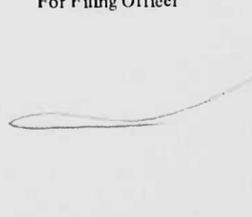
252222

Form FmHA-MD. 441-3
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCING STATEMENT

TO BE RECORDED: in the Land Records, in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Agnes W. Brady <small>(Name)</small>	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION P. O. Box 489 Prince Frederick, MD <small>(Address)</small>	
George Brady <small>(Name)</small>		
5931 Brooks Wood Road Lothian, Maryland <small>(Address)</small>		

1. This Financing Statement covers the following types of collateral:
- (a) Crops, livestock, other farm products, farm and other equipment, supplies and inventory.
 - (b) Purchase money interest in 1984 crop

2. Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Reputedly Owned By	Approximate No. of Acres	In County of	Direction and Distance From a Named Town or Other Description
Dennis Marshall (3577/476-479)	90	Anne Arundel	1/2 Mi off Rt 258 on Brooks Wood Rd.

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.
4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

Agnes W. Brady
(Signature of Debtor)
Type name: Agnes W. Brady

George W. Brady Sr.
(Signature of Debtor)
Type name: George Brady

Witness: Karen A. Mattingly
Type name: Karen A. Mattingly

Witness: Dorothy F. Bowen
Type name: Dorothy F. Bowen

By: Jane S. Corbett
Type name: Jane S. Corbett
Title: County Supervisor
Farmers Home Administration

RECORD FEE 12.00
POSTAGE .50
JUN 17 1984
JUN 15 84

RECEIVED IN RECORDS
CIRCUIT COURT, BALTIMORE COUNTY

1984 JUN -6 AM 8:40

E. AUGREY COLLISON
CLERK

Mailed to Secured Party

12-25

MATURITY DATE

5-10-94

BOOK 473 PAGE 551

252200

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Edward Michael Silk, Jr.

7957 Covington Avenue
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address:

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

1984 Burlington Mobile Home 14 x 70
Serial #6038

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Edward Michael Silk, Jr.

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY *Anthony J. DeLuca*

FNB 0860

Type or print names under signatures

RECEIVED FOR RECORDATION
CINCINNATI, OHIO COUNTY
1984 JUN -6 AM 9:07
E. AUBREY COLLISON
CLERK

KL
CLERK

RECORDATION FEE 11.00
RECORDATION TAX 100.00
POSTAGE .50
TOTAL 111.50
JUN 06 1984

Mailed to Secured Party

11-
105 50

BOOK 473 PAGE 552

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Sterling, Clarence I. 1294 Tourmaline Terrace Silver Spring, MD 20904	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, NJ	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) JUN 11 1984 10:00 AM COURT ROOM 10014 2ND FLOOR
4. This statement refers to original Financing Statement bearing File No. <u>461-391</u> Filed with <u>ANNE ARNOLD CO.</u> Date Filed <u>5/5</u> 19 <u>83</u>		

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

5484

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: BERKELEY FEDERAL SAVINGS & LOAN Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3 (FOR USE IN MOST STATES)

First Commercial Corp.
200 SHEPARD ST.
Mount Airy, N.C. 27091

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, N.C. COUNTY
1984 JUN -6 AM 9:18
E. AUBREY COLLISON
CLERK

J. F. CLARK

1050

FINANCING STATEMENT FORM UC-31

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records, non tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5-1-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAULIN, Ivon R. & Barbara T.
Address 3723 Thomas Point Road, Annapolis, MD 21403

KL CLERK

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

1984 JUN -6 AM 9:27
E AUDREY COLLISON CLERK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1978 45' Agulhas fiberglass hull #9
1978 58 HP Ford diesel engine
Home anchorage/winter: Annapolis, MD
NOT SUBJECT TO STATE DOCUMENTARY STAMP
U.S. Assigned FLZ114990381 ASSIGNEE:
Fleet National Bank
111 Westminster Street
Providence, R.I. 02903

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

Ivon R. Paulin (Signature of Debtor)
Ivon R. Paulin
Type or Print Above Name on Above Line
Barbara T. Paulin (Signature of Debtor)
Barbara T. Paulin
Type or Print Above Signature on Above Line

(Signature of Secured Party)
FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

1250

Anne Arundel Co
5-4-84



MARYLAND NATIONAL BANK

We want you to grow.SM

MEMBER FDIC

252202

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
2. To Be Recorded among the Financing Statement Records at Dorchester County, MD
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)

Mid Atlantic Beverage Service, Inc. 1321 Mercedes Drive
Harmans, Maryland 21077

6. Secured Party Address

Maryland National Bank P.O. Box 17047
Attention: LOC Baltimore, Maryland 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Mid Atlantic Beverage Service, Inc.

David A. Carroll, President (Seal)

David H. Carroll, Pres. (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank

Thomas P. Talbott (Seal)

Thomas P. Talbott, Vice President

Type name and title

RECORD FEE 11.00
POSTAGE .50
RECORDED 0227 02 109:30
JUN 06 84

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RETURN TO:

MARYLAND NATIONAL BANK
ATTN: LOAN OPERATIONS (02-04-07)
P.O. BOX 17047
BALTIMORE, MARYLAND 21203

Mailed to Secured Party

2919363-0001

KL
CLERK

E. AUBREY COLLISON
CLERK

1984 JUN -6 AM 9:47

RECEIVED FOR RECORD
DEPT. OF COM. & COUNTY

maryland national bank

FINANCING STATEMENT

250003

- 1. To Be Recorded in the Land Records
- 2. To Be Recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax. *Purchase Money*
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

E. AUBREY COLLISON
CLERK

1984 JUN -6 AM 9:47

RECEIVED FOR RECORD
MORTGAGE COUNTY, MARYLAND

KL
CLERK

Debtor(s) Name(s) Cross, Isdamer & Novotny, F.C. Address(es) 9 Village Green
Crofton, Maryland 21114

Secured Party Maryland National Bank Address 10 Light Street
Baltimore, Md. 21202
Attention: William H. White

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

✓ Thomas H. Isdamer (Seal)
Thomas Isdamer

✓ Michael J. Cross (Seal)
Michael Cross

✓ Joseph H. Novotny (Seal)
Joseph Novotny

Secured Party
Maryland National Bank

William H. White (Seal)
William H. White-Asst. Vice President
Type name and title

RECORD FEE 14.00
POSTAGE 3.00
TOTAL 17.00
JUN 16 1984

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Form 207-95 ED 2/80

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: LOAN OPERATIONS (02-04-07)
P.O. BOX 17047
BALTIMORE, MARYLAND 21203

Mailed to Secured Party

0943399-9001

SCHEDULE A

CROSS, ISDANER & NOVOTNY, P.C.

List of Hardware/Software to be purchased BOOK 473 PAGE 556

1 - Televideo 925 Terminal	\$1,000.00
2 - 1200 baud Hayes Smartmodem	1,100.00
1 - Talley Printer	1,800.00
1 - General Ledger - Package - MBSI	1,000.00
1 - Accounts Payable - Package - MBSI	1,000.00
1 - Payroll Package - MBSI	1,000.00
1 - Master Tax Program	2,000.00
1 - Cobol Compiler	700.00
1 - Fixed Asset Accounting Program	<u>800.00</u>
Total	10,400.00
Down Payment Made	<u>4,400.00</u>
Amount to be Financed	<u><u>\$6,000.00</u></u>

This Schedule A is attached to and made a part of a security agreement to Maryland National Bank from Cross, Isdamer & Novotny, P. C. on 1-20-84.

Specific Equipment (See above list)

Cross, Isdamer & Novotny, P. C.
PO Box 357
Hunt Valley, Md. 21031

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 238958

RECORDED IN LIBER 440 FOLIO 187 ON 7-23-1981 (DATE)

1. DEBTOR: Name Michael W. Keller & Jeanne Helen

Address 510 Burnside Ave Annap, Md 21401

2. SECURED PARTY: Name Commercial Credit Corporation

Address 53 McKinsey Road

Severna Park, Md 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated 5-8-84

BC Cooper
(Signature of Secured Party)

BC Cooper
Type or Print Above Name on Above Line

J. F. COLLISON
CLERK
1984 JUN -6 AM 9:47
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CLERK
JUN 11 1984

Mailed to Secured Party

1052

SECURITY FEE 10.00
POSTAGE 50
RECORDED CITY 100 709:31
JUN 26 84

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 241237

RECORDED IN LIBER 446 FOLIO 106 ON Jan 22, 1982 (DATE)

1. DEBTOR: Name Robert E. & Helen Switzes
Address 232 Carroll Rd. Pasadena, Md.

2. SECURED PARTY: Name Commercial Credit Corporation
Address 53 McKinsey Road
Severna Park, Md. 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>

CHECK FORM OF STATEMENT



1984 JUN -6 AM 9:47
E. AUDREY COLLISON
CLERK

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____
Address _____

RECORDING FEE 10.00
POSTAGE .50
JUN 07 1984
1984 JUN 06 84

Mailed to Secured Party

1050

Dated 5-8-84
B.L. Cooper
(Signature of Secured Party)
BL Cooper
Type or Print Above Name on Above Line

BOOK 3741 Page 686

BOOK 473 Page 559

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 467,379 Dated November 7, 1983
Record Reference Liber 3659, Page 310

2. DEBTOR is:

Name: Park Liquors, Inc.
(Last Name First)

Address: 7216 Ritchie Highway, Glen Burnie, Maryland 21061

3. SECURED PARTY is:

Name: The Bank of Glen Burnie

Address: P. O. Drawer 70, Glen Burnie, Maryland 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

RECORD FEE 22.00
#19226 C345 R01 115:31

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

JUN 06 84

RETURN TO:

THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

SECURED PARTY:

The Bank of Glen Burnie

Dated May 31, 1984, 19__

By: Earl G. Walter (Title)
Executive Vice President

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUN -6 PM 3:36

J. F. COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUN -6 PM 3:36

E. AUBREY COLLISON
CLERK

BL
CLERK

20 10
50

Mailed to:

Lerson, & Tate

3741 - 693 473 560
SECURITY AGREEMENT

May 24, 1984 20005

1. **PARK LIQUORS, INC.**, (the "Obligor") in order to secure (a) the prompt payment of all indebtedness and obligations to **PATRICIA L. SCALLIO** (the "Creditor" or "Secured Party") of **GEORGE FANOURGAKIS** and **ANGELIKI FANOURGAKIS** (hereinafter collectively called the "Debtor") and of the Obligor of any nature whatsoever, including, without limitation, such indebtedness, liabilities and obligations, respectively (the "Obligations") of the Debtor and the Obligor under and resulting from (i) an Installment Note of even date herewith in the principal amount of Three Hundred Thousand Dollars (\$300,000.00), (ii) a Pledge Agreement of even date herewith securing the Installment Note, (iii) an Unconditional Guaranty of Payment (the "Guaranty") of even date herewith from the Obligor to the Creditor guarantying payment of the Installment Note, and (iv) an Indemnity Deed of Trust from the Obligor to the Creditor securing the Installment Note and (b) the performance of all of the terms of the Installment Note, the Pledge Agreement, the Guaranty, and the Indemnity Deed of Trust or any other document previously, simultaneously or hereafter executed and delivered by the Debtor, the Obligor or by any other person, in connection with any of the Obligations, hereby grants to Patricia L. Scallio a security interest in the property described on the attached Schedule (hereinafter collectively called "Collateral").

2. Obligor shall not transfer, sell or assign Obligor's interest in the collateral nor permit any other security interest to be created thereon without Secured Party's prior written approval.

3. Obligor shall keep, store or regularly garage all Collateral at locations approved by Secured Party in writing. RECORD FEE 63.00

4. Obligor shall not conduct business under any other name than that given above or "Dino's Italian American Restaurant" nor change or reorganize the type of business entity under which it does business except upon prior written approval of Secured Party. If such approval is given, Obligor guarantees that documents, instruments and agreements demanded by Secured Party shall be prepared and filed at Obligor's expense before such change of name or business entity occurs. POSTAGE name than 50 11/26/84

5. Obligor shall pay the filing and recording costs of any documents or instruments necessary to perfect, extend, modify, or terminate the security interest created hereunder, as demanded by Secured Party.

6. Obligor shall maintain all Collateral in good condition, pay promptly all taxes, judgments, or changes of any kind levied or assessed thereon, keep current all rent due on premises where Collateral is located, and maintain insurance on all Collateral against such hazards, in such amounts and with such companies as Secured Party may demand, all such insurance policies to be in the possession of Secured Party and to contain a Lender's Loss Payable Clause naming Secured Party in a manner satisfactory to Secured Party. Obligor hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon, and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Obligor's name all proofs of loss, drafts, checks and any other documents necessary to accomplish such

LAW OFFICES
LESSANS & TATE
7419 BALTIMORE
ANNAPOLIS BOULEVARD
POST OFFICE BOX 1830
GLEN BURNIE, MD 21001
(301) 760-5000

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY



1984 JUN -6 PM 3:36

E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUN -6 PM 3:36

E. AUBREY COLLISON
CLERK



63.00
50

collections, and any persons or entities making payments to Secured Party under the terms of this Paragraph are hereby relieved absolutely from any obligation to see to the application of any sums so paid.

7. Obligor shall be in default hereunder if Obligor fails to perform any of the liabilities imposed hereby or any other obligation required by the various instruments or papers evidencing or securing this loan, or if the full balance of the loan becomes immediately payable under the terms of such instruments, either automatically or by declaration of the Secured Party. In the event of any default, Secured Party may, in its own discretion, cure such default and, if it does so, any expenditures made for such purpose shall be added to the principal of the Note.

8. In the event of default, Obligor shall assemble and make available all Collateral at any place designated by Secured Party. Obligor acknowledges being advised of a constitutional right to a court notice and hearing to determine whether, upon default, there is probable cause to sustain the validity of the Secured Party's claim and whether the Secured Party is entitled to possession of the Collateral and being so advised, Obligor hereby voluntarily gives up, waives and surrenders any right to a notice and hearing to determine whether there is probable cause to sustain the validity of Secured Party's claim. Any notices required pursuant to any state or local law shall be deemed reasonable if mailed by Secured Party to the persons entitled thereto at their last known addresses at least ten days prior to disposition of the Collateral, and, in reference to a private sale, need state only that Secured Party intends to negotiate such a sale. Disposition of Collateral shall be deemed commercially reasonable if made pursuant to a public offering advertised at least twice in a newspaper of general circulation in the community where the Collateral is located or by a private sale for a sum equal to or in excess of the liquidation value of the Collateral as determined by Secured Party.

9. All rights conferred on Secured Party hereby are in addition to those granted to it by any state or local law or any other law. Failure or repeated failure to enforce any rights hereunder shall not constitute an estoppel or waiver of Secured Party's rights accruing prior or subsequent thereto. Secured Party shall not be liable for any loss to Collateral in its possession, no shall such loss diminish the debt due, even if the loss is caused or contributed to by Secured Party's negligence.

IN WITNESS WHEREOF, the undersigned has caused this Security Agreement to be executed in its behalf, by its duly authorized officers, on the day and year first above written.

ATTEST: **PARK LIQUORS, INC.**

Secretary BY: George Fenwick (SEAL) President

LAW OFFICES
LESSANS & TATE
7410 BALTIMORE
ANNAPOLIS BOULEVARD
POST OFFICE BOX 1330
GLEN BURNIE, MD 21001
(301) 760-5000

Not subject to recordation tax.

**SECURITY AGREEMENT
SCHEDULE OF SECURED PROPERTY**

1. Name of Obligor: **PARK LIQUORS, INC.**
a Maryland corporation
7216 Ritchie Highway
Glen Burnie, Md. 21061
2. Name of Debtor: **GEORGE FANOURGAKIS**
ANGELIKI FANOURGAKIS
13042 Old Stage Court Road
Laurel, Maryland 20810
3. Name of Secured Party: **PATRICIA L. SCALLIO**
c/o Atwood B. Tate, Esq.
7419 Balto.-Annap. Blvd.
P. O. Box 1330
Glen Burnie, Md. 21061
4. This Schedule of Secured Property covers the following types (or items) of property.

(a) Particularly including but not limited to those items on the attached Schedule of Equipment together with the interest of Obligor and Debtor in 7 day beer, wine and liquor license, in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the premises known as 7216 Ritchie Highway, Glen Burnie, Maryland, hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located or installed on the premises described in a certain Indemnity Deed of Trust dated the 24th day of May, 1984 from the Obligor to Atwood B. Tate and James C. Praley, Trustees, said property being located on the west side of Ritchie Highway, Anne Arundel County, Maryland, and known as 7216 Ritchie Highway, Glen Burnie, Maryland, said property being more particularly described in said Indemnity Deed of Trust and as generally set forth.

(b) All contract rights, general intangibles, actions and rights in actions with respect to the real and personal property described in the Indemnity Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

5. Proceeds of the collateral are also covered.

LAW OFFICES
LESSANS & TATE
7419 BALTIMORE
ANNAPOLIS BOULEVARD
POST OFFICE BOX 1330
GLEN BURNIE, MD 21061
(301) 760-5000

OBLIGOR:
PARK LIQUORS, INC.

SECURED PARTY:
PATRICIA L. SCALLIO

BY: George Fanourgakis
President

Patricia L. Scallio

Dated: This 24th day of May, 1984.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 473 PAGE 567

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3128.66

If this statement is to be recorded in land records check here.

This financing statement Dated 5/8/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM A & TERESA POGAR

Address 7733 TELEGRAPH RD 13 SEVERN MD 21144

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address 1744 YORK RD TIMONIUM MD 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/8/88

4. This financing statement covers the following types (or items) of property: (list) all household goods consisting of 2 TV, 1 stereo, 1 refrig, 1 stove, 1 vacuum, 1 livingroom set, 1 bedroom set, 1 diningroom set

KL CLERK

1984 JUN -6 PM 3:37
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY

RECORD FEE 10.00
POSTAGE .50
#19216 0345 R01 T14#23
JUN 06 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

12.00
21.00
50

William A. Pogar
(Signature of Debtor)

WILLIAM A POGAR
Type or Print Above Name on Above Line

Teresa Pogar
(Signature of Debtor)

TERESA POGAR
Type or Print Above Signature on Above Line

Jim Olson
(Signature of Secured Party)

JIM OLSON
Type or Print Above Signature on Above Line

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) White Boat Works, Inc. Address(es) Gibson Island Yacht Yard Box 126
Gibson Island, Maryland 21056

6. Secured Party Maryland National Bank Address 1713 West Street
Annapolis, Maryland 21401
Attention: Stephen R. Nolan

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

White Boat Works, Inc.
John R. White (Seal)
John R. White, President (Seal)

Secured Party
Maryland National Bank
Neil D. Harrington (Seal)
Neil D. Harrington
A.C.C.O.
Type name and title

RECORD FEE 11.00
POSTAGE .50
#59509 0237 R02 109:30
JUN 07 84

E. AUBREY COLLISON
CLERK
1984 JUN - 7 AM 9:35
RECEIVED
FINANCIAL COUNTY

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 4-82

Mailed to Secured Party

115



MARYLAND NATIONAL BANK

We want you to grow.™

250003

BOOK 473 PAGE 569

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at
2. To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$

5. Debtor(s) Name(s) Severn Companies, Inc. Address(es) 410 Severn Avenue Suite 404 Annapolis, Maryland 21403

6. Secured Party Maryland National Bank Attention: T. Trainor Address P. O. Box 871 Annapolis, Maryland 21404-0871 RECORD FEE 11.00 POSTAGE .50 JUN 07 84

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired...
B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired...
C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired...
D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents)...
E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created...
F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired...
G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto...
H. Other. All of the property of each Debtor described on Schedule A attached hereto...

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

SEVERN COMPANIES, INC.

Jack R. Steere, President (Seal)

Secured Party Maryland National Bank

Peggy A. Hall (Seal)

Peggy A. Hall Type name and title Commercial Banking Officer

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

207495 REV 7/83

Mailed to Secured Party

115

KL CLERK 1984 JUN -7 AM 9:35 E. JUBACKY COLLISON CLERK

BOOK 473 PAGE 570

SEVERN COMPANIES, INC.
SCHEDULE "A"



A. IRS Contract, number 84-3526

B. U.S. Navy Contract, number N61414-84-M-3256

maryland national bank

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at Anne Arundel County
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s) Refuse Removers, Inc. Address(es) Chinquapin Rd.
P O Box 167
Annapolis, MD 21401

6 Secured Party Maryland National Bank Address 1713 West Street
Annapolis, MD 21401
Attention: Maureen Konschnik

RECORD FEE 11.00
POSTAGE 50
#59510 C237 R02 T09:31
JUN 07 84

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof
- 8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

KL
CLERK

E. AUBREY COLLISON
CLERK
1984 JUN -7 AM 9:35

Refuse Removers, Inc.
Marcus Marx (Seal)

_____ (Seal)

Secured Party
Maryland National Bank
Maureen Konschnik (Seal)
Maureen Konschnik, Commercial Loan Officer
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party
1150

THIS SCHEDULE A is attached to and made a part of a
financing statement to Maryland National Bank from Refuse Removers, Inc.
dated 4/26/84.

One Dempster Model 50,000 - 22 foot Dino saur S/N TK2825, tilting frame hoist, front container locks, fenders, hydraulic roller jack, hydroulic system, mechanical inside cab controls, body mounting hardware, FMVSS 108 lighting, air PTO, Black paint with green fenders, factory mounting. Mounted on Mack S/N 09922.

1 DP80-41 Dempster Dumpmaster with DP front loader arms, cushioned hydraulics, HD Comp- action body, tailgate, 3/4" floor, automatic hopper cover with cushioned hydraulics, side shields, curbside sliding access door, sump drain, cabguard, mechanical inside cab controls, loader, packer interlock, hopper cover arm & tailgate warning light system, oil level sight gauge, FMVSS 108 lighting, extra duty body, Imron green paint, flywheel PTO, Morse cable controls, double hopper lights, long spill pan, oil pressure guage, raided slides, mounting and freight.
DD80 41 S/N TK 5005

50/60 M# Inside-Outside Hoist Full Fenders 351A0 Inside Controls (Conv. Cab) SA HyD hook up at rear 3/4" Air - Operated PTO w/Signal Lite Mounted.

DP 80-41HD Dempster Dumpmaster with DP Front Loader Arms Cushioned Hydraulics, HD Compaction Body, Tailgate, 1/4" floor, automatic hopper cover, with cushioned hydraulics, side shields, curbside sliding access door, sump drain, cab guard, mechanical - inside cab controls, loader/packer interlock, hopper cover, arm & tailgate warning light system, oil level sight guage, FMVSS 108 lighting, extra duty body, imron green paint, flywheel PTO, Morse cable controls, hopper lights (double), long spill pan, oil pressure guage, raised slides, mounting and freight, S/N TK 5074

BOOK 473 PAGE 573

FINANCING STATEMENT

202210

- 1. Debtors: Address:
 Donald F. Gayhardt and Nancy H. Gayhardt, his wife 300-G Forbes Street
Annapolis, Maryland 21401

- 2. Secured Parties: Address of all Secured Parties:
 Second National Building & Loan, Inc. P.O. Box 2558
Salisbury, Maryland 21801
 William F. Brooks, Jr. and Donna M. Pittman, Trustees

- 3. This Financing Statement covers:

All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limitation the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording apparatus, air-cooling and air conditioning apparatus, shades, awnings, gratings, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

The aforesaid items are included as security in a Deed of Trust given by Debtor to William F. Brooks, Jr. and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as:

RECORD FEE 12.00
 POSTAGE .50
 #59585 C237 R02 T15:24
 JUN 07 84

Debtors

Secured Parties

Donald F. Gayhardt
 Donald F. Gayhardt
Nancy H. Gayhardt
 Nancy H. Gayhardt

SECOND NATIONAL BUILDING & LOAN, INC.
 BY: *Nicholas Goldsborough*
 Nicholas Goldsborough Agent

After recordation, return this document to

Manis, Wilkinson, Snider & Goldsborough
 P.O. Box 921
 Annapolis, Maryland 21404

Mailed to:

1250

E. AUDREY COLLISON
CLERK

1984 JUN -7 PM 3:30

RECORDED
ANNE ARUNDEL COUNTY

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 \$ _____ AMOUNT OF

FINANCING STATEMENT

1. Debtor(s):

WARREN HOLLAND
Name or Names—Print or Type
1323 Cape St. Claire Road, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

WARREN HOLLAND AND SONS, a General Partnership
Name or Names—Print or Type
1323 Cape St. Claire Road, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

2. Secured Party:

ARUNDEL MORTGAGE
Name or Names—Print or Type
79 West Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 1. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases. 2. All the proceeds of any contracts for the construction, remodeling or rehabilitation of any real or personal property that are due the debtor.
4. If above described personal property is to be affixed to real property, describe real property.
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 12.00
POSTAGE .50
455591 C237 R02 T15:32
JUN 07 84

DEBTOR(S): Warren Holland

SECURED PARTY:

Warren Holland
(Signature of Debtor)

Warren Holland and Sons, a General Partnership
Type or Print

ARUNDEL MORTGAGE
(Company, if applicable)

By: Warren Holland
(Signature of Debtor)

Alan W. Bernstein
(Signature of Secured Party)

Warren Holland
Type or Print

Alan W. Bernstein President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

Legal Bros. Form F-1

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY
1984 JUN -7 PM 3:35
E. AUBREY COLLISON
CLERK

KL
CLERK

1250

maryland national bank

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
2. To Be Recorded among the Financing Statement Records at Anne Arundel County
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Griffin Ventures, Inc. P. O. Box 3234
 Annapolis, Maryland 21403

6. Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: L. S. Seidl Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Griffin Ventures, Inc.

Michael K. Griffin (Seal)

(Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank

Linda S. Seidl
(Seal)

Credit Representative
Type name and title

RECORD FEE 11.00
 POSTAGE .50
 #59595 C055 R02 716:09
 JUN 07 84

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 4/82

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUN -7 PM 4:11

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 473 PAGE 576

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 239288 Dated August 14, 1981
Record Reference Liber 441, page 94

2. DEBTOR is:

Name: Conover's Lounge, Inc.
(Last Name First)
Address: 8514 Fort Smallwood Road, Pasadena, Maryland 21122

3. SECURED PARTY is:

Name: Security Investors
Address: 3701 Old Court Road, Baltimore, Maryland 21208

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:
Louis Jay Ulman, Esquire
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

RECORD FEE 10.00
POSTAGE .50
#59606 C237 R02 T09:02
JUN 8 84

SECURED PARTY:

SECURITY INVESTORS

By: [Signature]
Harry F. Bear, General (Title)
Partner

Mailed to: _____

Date: 3/30, 1984

RECEIVED FOR RECORD
CLERK
1984 JUN -8 AM 9:15
E. AUBREY COLLISON
CLERK

J. F. CLERK

1050

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 242943 Dated June 17, 1982
Record Reference Liber 450, page 510

2. DEBTOR is:

Name: Conover's Lounge, Inc.
(Last Name First)
Address: 8514 Fort Smallwood Road, Anne Arundel County, MD 21122

3. SECURED PARTY is:

Name: Security Investors
Address: 3701 Old Court Road, Baltimore, Maryland 21208

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:
Louis Jay Ulman, Esquire
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

RECORD FEE 10.00
POSTAGE .50
#59607 C237 R02 T09:02
JUN 8 84

SECURED PARTY:

SECURITY INVESTORS

Mailed to: _____
Date: 3/30, 1984

By: 
Harry F. Bear, General (Title)
Partner

UCC-7

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUN -8 AM 9:15
E. AUBREY COLLISON
CLERK



1650

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 248169 Dated July 18, 1983

Record Reference Liber 463, page 503

2. DEBTOR is:

Name: Conover's Lounge, Inc. (Last Name First)

Address: 8514 Fort Smallwood Road, Pasadena, Maryland 21122

3. SECURED PARTY is:

Name: Security Investors

Address: 3701 Old Court Road, Baltimore, Maryland 21208

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Louis Jay Ulman, Esquire Weinberg and Green 100 South Charles Street Baltimore, Maryland 21201

RECORD FEE 10.00 POSTAGE .50 #59600 C237 R02 109:02 JUN 8 84

SECURED PARTY:

SECURITY INVESTORS

Mailed to: _____

Date: 3/30, 1984

By: [Signature] Harry F. Bear, General Partner (Title)

RECEIVED FOR RECORD CIRCELT COURT, A. A. COUNTY 1984 JUN - 8 AM 9:15 E. AUBREY COLLISON CLERK

J.F. CLERK

1050

AACo

BOOK 473 PAGE 579

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 235346 recorded in
Liber 431, Folio 230 on Nov. 10, 1980 (Date).

1. DEBTOR(S):

Name(s) Conovers Lounge, Inc.
Address(es) P.O. Box 541 RB Sta.
Pasadena, Md. 21122

2. SECURED PARTY:

Name Maryland National Bank
Address 225 N. Calvert St.
Balto., Md. 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8.

RECORD FEE 10.00
POSTAGE .50
#59809 C237 R02 109:03
JUN 8 84

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By *N. Sutherland*

N. Sutherland-Title Clerk
(Type, Name and Title)

DEBTOR(S)

Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
Type name of Company and Name and Title of
Authorized Signer.

J.F. CLERK
E. AUBREY COLLISON
CLERK
1984 JUN - 8 AM 9:15
RECEIVED FOR RECORDING
CREDIT DIVISION

Mailed to Secured Party

1050

(F.C.A. is not responsible for the correctness of this form, the method of execution, filing requirements, etc. Local counsel should be consulted.)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232263

RECORDED IN LIBER 424 FOLIO 462 ON April 22, 1980 (DATE)

1. DEBTOR

Name Conovers Lounge, Inc.

Address 8514 Ft. Smallwood Road, Pasadena, Md. 21122

2. SECURED PARTY

Name Nelco Corporation

Address 10011 Washington Blvd., Laurel, Maryland 20810

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

CHECK FORM OF STATEMENT

E. AUBREY COLLISON
CLERK

1984 JUN - 8 AM 9:15



RECORD FEE 10.00
POSTAGE .50
#59610 C237 R02 109:03
JUN 8 84

Dated Sept. 10, 1981

Nelco Corporation
[Signature]
(Signature of Secured Party)
R. W. Lentz, Agent
Type or Print Above Name on Above Line

Mailed to Secured Party

1050

Account Number
01-67-604-1060

BOOK 473 PAGE 581

A A Co

TERMINATION STATEMENT

RECORD: Liber 430 Folio 39 File No. 234682 (Recorded 10/1/80)

Record in Land Records

DEBTOR Conover's Lounge, Inc., Earl F. Michael, Pres. - Earl F. Michael
(Name or Names)

8514 Fort Smallwood Road, Pasadena, Maryland 21122 (A.A. co.)

(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
P.O. Box 1391
Baltimore, Maryland 21203



The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

The filing officer is authorized to note the termination of that security interest in the above referred to index, and to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

ATTEST:

THE CARROLLTON BANK OF BALTIMORE

W. C. Dutton
W. C. Dutton

BY: Samuel D. Miller
Samuel D. Miller, Asst. Vice President

Dated August 27, 1981

RECORD FEE 10.00
POSTAGE .50
#59611 C237 R02 109:04
JUN 8 84

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 JUN - 8 AM 9:15
E. AUBREY COLLISON
CLERK



Mailed to Secured Party

1050

Account Number
01-67-604-2912

AA Copy

BOOK 473 PAGE 582

TERMINATION STATEMENT

RECORD: Liber 381 Folio 173 File No. 215268 (Recorded 12/30/77)

Record in Land Records

DEBTOR: Earl F. Michael
(Name or Names)

20 Fort Smallwood Road Pasadena, Maryland 21122 (A.A.Co.)
(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
P.O. Box 1391
Baltimore, Maryland 21203



The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

The filing officer is authorized to note the termination of that security interest in the above referred to index, and to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

ATTEST:

THE CARROLLTON BANK OF BALTIMORE

Leslie Binkley
Leslie Binkley

BY: J. O. Bromwell, Jr.
J. O. Bromwell, Jr., Asst. Cashier

RECORD FEE 10.00
POSTAGE .50
#59612 C237 R02 102:04
JUN 9 84

Dated July 28, 1980

RECEIVED FOR RECORD
ONCOURT DEPT. A. ALBERTY
1984 JUN - 8 AM 9:45
E. AUBREY COLLISON
CLERK



Mailed to Secured Party

1050

BOOK 473 PAGE 583

FINANCING STATEMENT

1. Debtors:

James J. Serio
N. Diane Serio

Address:

304 Hickory Point Road
Pasadena, Maryland 21122

2. Secured Parties:

Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Donna M. Pittman, Trustee

Address of all Secured Parties:

c/o Second National Building & Loan, Inc
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as: Unit No. B-203, Wedgewood Condominium, 142nd Street, Ocean City, Maryland 21842.

Debtors:

James J. Serio
JAMES J. SERIO
N. Diane Serio
N. DIANE SERIO

RECORD FEE 12.00
POSTAGE .50
#59816 C055 R02 109:20
JUN 8 84

To the Filing Officer: After this statement has been recorded, please mail the same to: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

E. AUBREY COLLISON
CLERK

1984 JUN - 8 AM 9:29

RECEIVED FOR RECORD
CLERK COUNTY



Mailed to Secured Party
10 JU

BOOK 473 PAGE 584
FINANCING STATEMENT

250212

1. Debtors:

Address:

Richard B. Ermer
Betty J. Ermer

668 Kensington Avenue
Severna Park, MD 21146

2. Secured Parties:

Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Donna M. Pittman, Trustee

Address of all Secured Parties:
c/o Second National Building & Loan, Inc
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as:

Unit E38 Bermuda Bay Townhouse Condo., 123rd Street, Ocean City, MD

Debtors:

Richard B. Ermer
Richard B. Ermer
Betty J. Ermer
Betty J. Ermer

RECORD FEE 12.00
POSTAGE .50
#59617 COS5 R02 T09:20
JUN 9 84

To the Filing Officer: After this statement has been recorded, please mail the same to:
Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury,
Maryland 21801.

E. AUBREY COLLISON
CLERK

1984 JUN - 8 AM 9:29

RECEIVED FOR RECORD
COUNTY CLERK, W. COUNTY



Mailed to Secured Party

1250

250215

FINANCING STATEMENT

1. Debtors: BOOK 473 PAGE 585 Address:
 Anthony Gioia 1512 Birdwood Court
 Ilona J. Gioia Crofton, Maryland 21114
2. Secured Parties: Address of all Secured Parties:
 Second National Building & Loan, Inc. c/o Second National Building & Loan, Inc
 William F. Brooks, Jr., Trustee Phillip Morris Drive & Route 50
 Donna M. Pittman, Trustee Salisbury, Maryland 21801
3. This Financing Statement covers:
 All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.
4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.
5. Proceeds of collateral are covered hereunder.
6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as: Unit No. 3N, Martinique Condominium, 12208 Assawoman, Ocean City, Maryland.

Debtors:

Anthony Gioia

 ANTHONY GIOIA

Ilona J. Gioia

 ILONA J. GIOIA

RECORD FEE 12.00
 POSTAGE .50
 #39618 C055 R02 T09:21

JUN 8 84

To the Filing Officer: After this statement has been recorded, please mail the same to:
 Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury,
 Maryland 21801.

E. AUBREY COLLISON
CLERK

1984 JUN -8 AM 9:29

RECEIVED FOR RECORD
COUNTY CLERK

KL
CLERK

Mailed to Secured Party

1250

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. 305
 Identification No. 350 Dated _____

1. Debtor(s) { Al Tag's Latela's II
 Name or Names—Print or Type
Rt. 175 & Baltimore-Washington Pkwy., Jessup, Md. 20794
 Address—Street No., City - County State Zip Code

2. Secured Party { John F. Roberts, Jr.
 Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) 12/24/87

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) termination</p>

E. AUBREY COLLISON
CLERK

1984 JUN -8 AM 9:29

RECEIVED E.A. RECORDS
UNIVERSITY MICROFILMS INTL.



RECORD FEE 10.00
 POSTAGE .50
 #57620 0055 R02 109:22
 JUN 9 84

Dated: March 27th, 1984

John F. Roberts, Jr.
 Name of Secured Party

 Signature of Secured Party

Type or Print (Include Title if Company)

Mailed to Secured Party

1050

BOOK 473 PAGE 587

File No. _____
Record Reference: Liber 439
Folio 90

TERMINATION STATEMENT

_____ To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: _____;
 Record Reference: Liber 439 Folio 90;
 Date of Filing: June 24, 1981

- 2. The name(s) and address(es) of the Debtor(s) is (are):

<u>NAME OF DEBTOR</u>	<u>ADDRESS</u>
La Tela's Inc.	Route 175 Jessup, Maryland 20794

Mailed to: _____

- 3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
 Fourth and Main Streets
 Laurel, Maryland 20707

RECORD FEE 10.00
 POSTAGE .50
 #59621 C055 R02 T09:23
 JUN 8 84

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

1050

Dated: March 26, 1984. By: Marilyn F. Horton
Marilyn F. Horton, Asst. Vice President

Mailed to ~~Secured Party~~

RECEIVED & FILED
 CLERK OF DISTRICT COURT
 1984 JUN -8 AM 9:29
 E. AUDREY COLLISON
 CLERK

BOOK 473 PAGE 588 File No. 214363

Record Reference: Liber 379

Folio 391

TERMINATION STATEMENT

To Be Recorded in the Land Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 214363;

Record Reference: Liber 379 Folio 391;

Date of Filing: November 18, 1977

- 2. The name(s) and address(es) of the Debtor(s) is (are):

NAME OF DEBTOR

ADDRESS

LATELA'S INC.

Route 175 Jessup, Maryland 20794

Mailed to:

- 3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK Fourth and Main Streets Laurel, Maryland 20707

RECORD FEE 10.00 POSTAGE .50 #59622 0055 R02 109:23 JUN 8 84

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: March 26, 19 84.

By: Marilyn F. Horton, Asst. Vice President

Mailed to Secured Party 10/5

1984 JUN - 8 AM 9:29 RECEIVED E.A. RECORDS CLERK E. AUBREY COLLISON CLERK

CLERK 70

BOOK 473 PAGE 589

File No. 199494

Record Reference: Liber 349

Folio 249

TERMINATION STATEMENT

To Be Recorded in the Land Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 199494

Record Reference: Liber 349 Folio 249

Date of Filing: December 3, 1975

The name(s) and address(es) of the Debtor(s) is (are):

NAME OF DEBTOR

ADDRESS

La Tela's Inc.

Route 175
Jessup, Maryland 20794

Mailed to:

- 3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

RECORD FEE 10.00
POSTAGE .50
#59423 C055 R02 109:24
JUN 8 84

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: March 26, 1984.

By: Marilyn F. Horton, Asst. Vice President

1984 JUN -8 AM 9:29
E. AUBREY COLLISON
CLERK

10/5

250216

BOOK 473 PAGE 590

FINANCING STATEMENT

To Be Recorded
Among Land Records

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: HEW, INC.
(Name or Names - Last Name First)
Route 175, Baltimore-Washington Parkway, Jessup, MD 20794
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE, Glen Burnie, Maryland 21061

3. This Financing Statement covers the following types (or items) of property/collateral: inventory, including all liquor, wines, beers, kegs and other alcoholic beverages as well as well as sodas and snacks located at the Debtor's principal place of business both now owned and hereafter acquired and as the same may be now or hereafter from time to time constituted, together with all cash and non-cash proceeds and products thereof.

4. If above described personal property is to be affixed to real property, describe real property. N/A

RECORD FEE 11.00
POSTAGE .50
#59624 0055 R02 109:25
JUN 8 84

5. Proceeds of collateral are covered hereunder: YES NO
6. Products of collateral are covered hereunder: YES NO
7. This transaction (is) (~~is not~~) exempt from the Recordation Tax. Consideration \$ None

8. Filed with: The Clerk of the Circuit Court for Anne Arundel County, Maryland.

9. RETURN TO: The Bank of Glen Burnie, Glen Burnie, Maryland 21061.

Dated this 21ST day of March, 19 84

DEBTOR: HEW, INC. SECURED PARTY: The Bank of Glen Burnie
Harry E. Williamson, President By: John D. Demyan, President
(Title) (Title)

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUN - 8 AM 9:29
E. AUBREY COLLISON
CLERK

KL
CLERK

Mailed to Secured Party

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated as of March 11, 1981 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Broyles and Broyles, Inc.
P.O. Box 11375
Address 305 West Arlington; Fort Worth, Texas 76110
Attention: Joe P. Howdeshell

2. SECURED PARTY

Name The Travelers Indemnity Company
Surety Division 3-100 CP
Address One Tower Square; Hartford, Connecticut 06115
Attention: Richard A. Fortier

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the types and items of Collateral listed and/or described on Exhibit "A" attached hereto and made a part hereof for all purposes.

RECORD FEE 13.00
POSTAGE 50
#59631 0055 R02 T09:43
JUN 8 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

KL
CLERK

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

BROYLES AND BROYLES, INC.

BY: [Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE TRAVELERS INDEMNITY COMPANY

BY: [Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

E. AUBREY COLLISON
CLERK

1984 JUN -8 AM 9:45

RECEIVED FOR RECORD
CLERK COUNTY

Mailed to Secured Party

1350

This Financing Statement covers the following described Collateral:

(a) All machinery, tools and equipment, including all motor vehicles, in which the Debtor now has or shall hereafter acquire any interest, including, but not limited to, all automobiles, trucks, trailers, tractors, office furnishings and equipment, fork lifts, pallet movers, computers, printers, and peripheral equipment, job shacks, welding equipment, saws, steam cleaners, lifts, heaters, duct lifts, duct jacks, hoists, scaffolds, scaffolding, cutters, laminators, blueprint machines, compressors, coolers, transformers, pumps, tools, drills, drill rigs and all other equipment and spare parts connected therewith, together with all accessions, attachments and other additions to, substitutions and replacements for, improvements of, and all proceeds thereof, together with all parts and appurtenances now or at any time hereafter used in connection therewith.

(b) All instruments, as that term is defined by the Texas Uniform Commercial Code, in which the Debtor now has, or may hereafter acquire, any interest. The Debtor hereby assigns and pledges to Secured Party the collateral described in this Paragraph (b) to be held and disposed of in accordance with the terms of the Security Agreement.

(c) All proceeds, goods, money, inventory, equipment, motor vehicles, mobile goods, documents, chattel paper, general intangibles, accounts, accounts receivable, minerals, instruments, letters of credit, contract rights, settlement and/or judgment awards, proceeds and liens and any other sums, amounts or items of personal or real property in which the Debtor now has, or hereafter acquires, any interest, whether now owned or hereafter acquired, including, but not limited to, any progress payment or retainages, or retainage trust funds to which the Debtor may now or hereafter be entitled and including all interests of the Debtor in any partnerships, joint ventures or other business entities whether now owned or hereafter acquired. The Debtor hereby makes a present assignment to Secured Party of all accounts, accounts receivable, progress payments, retainages or retainage trust funds and contract rights in which the Debtor now has, or may hereafter have, any interest.

(d) All proceeds of sale or lease of the herein described Collateral, all proceeds from any insurance policies on any of the herein described Collateral, and all accessions and additions to and substitutions for the herein described Collateral. The Debtor shall not be entitled to sell, lease, mortgage, encumber or convey any of the herein described Collateral without the prior written consent of Secured Party, except to the extent otherwise provided in the Agreement of Financing.

(e) Notwithstanding anything to the contrary contained herein or in any other document, instrument or agreement, this Financing Statement shall expressly include without limitation any and all proceeds, money, goods, inventory, equipment, motor vehicles, mobile goods, accounts receivable, minerals, contract rights, instruments, letters of credit, progress payments, retainages, retainage trust funds, settlement and/or judgment awards, proceeds and liens and/or any other sums, amounts or items of personal or real property which Debtor may now have or hereafter acquire in connection with, relating to or resulting from, in any way, the following matters:

- (i) Job Number 107 for Industrotech Constructors, Inc. concerning the Duke University project in Durham County, North Carolina;
- (ii) Job Number 111 for Industrotech Constructors, Inc. concerning the N.I.E.H.S. project in Durham County, North Carolina;
- (iii) Job Number 136 for Industrotech Constructors, Inc. concerning the Savannah Vo Tech project in Chatham County, Georgia;
- (iv) Job Number 143 for Industrotech Constructors, Inc. concerning the L.A.P. project in Hancock County, Mississippi;
- (v) Job Number 145 for Industrotech Constructors, Inc. concerning the Georgetown County Memorial Hospital project located in Georgetown County, South Carolina;
- (vi) Job Number 601 for Broyles and Broyles, Inc. concerning the U.S. Naval Academy - Phys. Ed. project located in Anne Arundel County, Maryland;
- (vii) Job Number 628 for Broyles and Broyles, Inc. concerning the Marathon Building - 55 Park Place project located in Fulton County, Georgia;
- (viii) Job Number 636 for Broyles and Broyles, Inc. concerning the Willow Grove Mall project located in Philadelphia County, Pennsylvania;
- (ix) Job Number 639 for Broyles and Broyles, Inc. concerning the UT Ambulatory Care project located in Dallas County, Texas;
- (x) Job Number 643 for Broyles and Broyles, Inc. concerning the Rainbow Mall project located in Niagara County, New York;
- (xi) Job for Broyles and Broyles, Inc. concerning the City of Garland project located in Dallas County, Texas;
- (xii) Job for Industrotech Constructors, Inc. concerning the Fort Stewart, Georgia "Composite Health Facility - Phase B" project located in Liberty County, Georgia and specifically including without limitation that certain cause of action styled Santa Fe Engineering, Inc. v. Industrotech Constructors, Inc., Cento Industries, Inc. and Travelers Indemnity Company, Civil Action File No. C81-1355A in the United States District Court for the Northern District of Georgia, Atlanta Division;
- (xiii) Job for Industrotech Southwestern, Inc. concerning the Texas Instruments project located in Stafford, Texas.

This Financing Statement is executed in conjunction with a Security Agreement executed by BROYLES AND BROYLES, INC., as one of the Debtors, and THE TRAVELERS INDEMNITY COMPANY, as Secured Party.

wcw/a25/040984

TO BE RECORDED IN LAND RECORDS SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT TO BE RECORDED IN LAND RECORDS NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

XL CLERK

1. Debtor(s):

Mid Atlantic Wood Preservers Inc.

Name or Names—Print or Type _____
 Shipley Avenue Harmons MD 21077
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type _____
 Address—Street No., City - County State Zip Code

2. Secured Party:

McCall Handling Co.

Name or Names—Print or Type _____
 3900 Vero Road Baltimore MD 21227
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Hyster Model H165E Serial # B7P01936W
 H150H C7P02793Z
 H70C C5D20025Z

4. If above described personal property is to be affixed to real property, describe real property.
 N/A

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 11.00
 POSTAGE .50
 #59629 COS5 R02 T09:40
 JUN 8 84

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Mid Atlantic Wood Preservers SECURED PARTY:

Bernard Liedman
 (Signature of Debtor)

Bernard Liedman/President
 Type or Print

(Signature of Debtor)

Type or Print

McCall Handling Co.
 (Company, if applicable)

James C. Martin
 (Signature of Secured Party)

James C. Martin, V.P.
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address McCall Handling Co. 3900 Vero Road Baltimore, MD 21227

1. Loan Hrs. Form F-1

Mailed to Secured Party

11/5

1984 JUN -8 AM 9:52
 E. AUBREY COLLISON
 CLERK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 436 Page No. 245
Identification No. 237414 Dated April 13, 1981

1. Debtor(s) { Mario DiBene
Name or Names—Print or Type
224 South Carolina Avenue, Pasadena (A.A.Co.), MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECEIVED FOR RECORD
CINCINNATI, OHIO COUNTY
1984 JUN -8 AM 9:52
E. AUBREY COLLISON
CLERK



RECORD FEE 12.00
POSTAGE .50
H59633 0055 R02 T09:46
JUN 8 84

Dated: MAY 8 1984
Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

MS
1250

L10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 400

Page No. 11

Identification No. 223800

Dated March 27, 1979

1. Debtor(s) Raymond N. and Jean L. Hartline
Name or Names—Print or Type
313 17th Avenue, Baltimore (A.A.Co.), MD 21225
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination

RECEIVED FOR RECORD
CREDIT DEPARTMENT
1984 JUN -8 AM 9:52
E. AUBREY COLLISON
CLERK



RECORD FEE 13.00
POSTAGE .50
#59634 C055 R02 109:47
JUN 8 84

Dated: MAY 8 1984

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

135

1352

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 401 Page No. 512
Identification No. 224720 Dated May 2, 1979

1. Debtor(s) { John R. and W. Faye Bell
Name or Names—Print or Type
418 Sudbury Road, Linthicum (A.A.Co.), MD 21090
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

1984 JUN - 8 AM 9:52
E. AUBREY COLLISON
CLERK
CR
CLERK

RECORD FEE 13.00
POSTAGE .50
#59635 0055 R02 109:47
JUN 8 84

Dated: MAY 8 1984
Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party
135

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 389

Page No. 524

Identification No. 218749

Dated July 26, 1978

1. Debtor(s) { Donald E. and Etta M. Kirby
 Name or Names—Print or Type
 1618 Pleasantville Drive, Glen Burnie (A.A.Co.), MD 21061
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

A. L. CLERK

RECEIVED FOR RECORD
 CIRCUIT COURT, L.A. COUNTY
 1984 JUN - 8 AM 9:52
 E. AUBREY COLLISON
 CLERK

CR

MAY 8 1984

RECORD FEE 13.00
 POSTAGE .50
 #59636 0055 R02 T09:48
 JUN 3 84

Dated: _____

Sears, Roebuck and Company
 Name of Secured Party

[Signature]
 Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
 Type or Print (Include Title if Company)

Mailed to Secured Party

135

69

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 387

Page No. 374

Identification No. 218519

Dated June 2, 1978

1. Debtor(s) { Donald E. and Etta M. Kirby
Name or Names—Print or Type
1618 Pleasantville Drive, Glen Burnie (A.A.Co.), MD21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party { Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

G.L. CLERK

1984 JUN - 8 AM 9:53
E. AUBREY COLLISON
CLERK

FILED IN RECORDS
CLERK

RECORD FEE 13.00
POSTAGE .50
#59637 0055 R02 T09:48
JUN 8 84

Dated: MAY 8 1984

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

135

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 394 Page No. 249
Identification No. 221059 Dated November 16, 1978

1. Debtor(s) James and Josephine Cooper Jr.
Name or Names—Print or Type
2419 Maytime Drive, Gambrill (A.A.Co.), MD 21054
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

E. AUMREY COLLISON
CLERK

1984 JUN - 8 AM 9:53

RECEIVED FOR RECORD
JUN 11 1984

RECORD FEE 13.00
POSTAGE .50
#59638 C055 R02 T09:49
JUN 8 84



Dated: MAY 8 1984

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

135

**END
LIBER**